The
Ontario Weekly Notes

Vol. II. TORONTO, AUGUST 23, 1911. No. 46.

COURT OF APPEAL.

MAGEE, J.A., IN CHAMBERS. AUGUST 14TH, 1911.

RE SOLICITORS.

Appeal—Court of Appeal—Leave to Appeal Directly from Order of Single Judge—Taxation of Costs—Quantum of Allowances.

Motion by the clients for leave to appeal to the Court of Appeal from the order of BRITTON, J., ante 1421, dismissing the clients' appeal from the taxation by the Senior Taxing Officer of the solicitors' bill of costs and charges for services rendered to the clients.

J. A. Macintosh, for the clients.
J. A. McAndrew, for the solicitors.

MAGEE, J.A.:—The bills of costs are in respect of separate business; and, although it is said that Beach Brothers are by agreement liable to the Cobalt Power Company to indemnify the latter in respect of the amount found due from them to the solicitors, yet the solicitors have to look to the company for payment. The amounts at which the bills against both clients have been taxed are very considerable, and, although they are largely reduced by moneys credited by the solicitors as received, yet an amount remains due from each client exceeding $2,000. The clients contend that the bills should be reduced to the extent of the whole balance found owing from each. Thus a considerable sum, exceeding $2,000, is in question upon each appeal, and the clients wish to go direct to the Court of Appeal, instead of through the Divisional Court. But it is conceded that there is no question of principle involved in either appeal, and that it is sought only to reduce the bills by reducing the amounts allowed by the Taxing Officer, as being excessive—in other words, that it is the quantum meruit upon each item which is in dispute.

The bills have already been dealt with by a very experienced officer, and upon appeal his allowances were considered reasonable. It is not desirable that such a case should be brought before the Court of Appeal, or that it should be called upon to tax bills of costs, unless it becomes necessary in the regular course of procedure. It is too much to assume in advance that, if the bills are upheld by a Divisional Court, these clients will still be so dissatisfied as to desire to carry the case further; and I do not think that assistance should be given them to take other than the ordinary course of procedure. The solicitors themselves did not object to the order being made; but it does not appear to me that, where nothing but the reasonableness of the amount fixed by the Taxing Officer in the case of each item is involved, and no disputed question of fact or law arises, the ordinary course should be departed from.

The application is, therefore, refused.

HIGH COURT OF JUSTICE.

TEETZEL, J. AUGUST 5TH, 1911.

McGRATH v. PEARCE CO.

Water and Watercourses — Mill Privileges — Dam — Flooding Lands—Prescription—Damages—New Trial—Costs.

By the order of a Divisional Court (Cain v. Pearce Co., ante 887), a new trial of this action was directed, and was had before TEETZEL, J., before whom this action and three others were first tried (see 1 O.W.N. 1133).

H. E. Rose, K.C., for the plaintiff.
E. G. Porter, K.C., for the defendants.

TEETZEL, J.:—At the first trial in this case, judgment was given in favour of the plaintiff in respect of lot 8, but his claim in respect of lots 9 and 10 was dismissed. The defendants appealed from the judgment against them, but the plaintiff did not appeal against the judgment in respect of lots 9 and 10.

The Divisional Court gave judgment directing a new trial, and in the reasons for judgment nothing is said as to that part of the judgment which was in the defendants' favour, the only

objections to the judgment appealed from being directed to that part of it which dealt with lot 8, and the formal judgment makes no express reservation in respect of lots 9 and 10.

On the new trial, Mr. Rose, for the plaintiff, claimed the right to have his whole claim for damages to the three lots heard. To this Mr. Porter objected, contending that the new trial must be limited to lot 8, as there never had in fact been any appeal by the plaintiff against the former judgment in respect of lots 9 and 10, and the Divisional Court did not in fact consider that portion of the judgment on appeal.

Subject to Mr. Porter's objection, and without prejudice to his contention that the plaintiff was precluded by the former judgment in respect of lots 9 and 10, I took the evidence offered by Mr. Rose as to the three lots.

In my opinion, the plaintiff is precluded from now claiming in respect of lots 9 and 10; but, if I am wrong in this view, I am still of opinion that the plaintiff cannot recover as to lots 9 and 10, for the reasons given in my former judgment, and for the further reason that, looking at the plan, it appears that, when the deed from Peter McGill to the Marmora Foundry Company, referred to in my former judgment, was executed, and at the present time, the whole of the westerly halves of lots 9 and 10, except not more than 15 acres, was actually submerged by the waters of Crow Lake, so that the only land which would be affected by the proposed dam would be the easterly halves of said lots and the south-easterly 15 acres of the west half of lot 9; so that, I think, the lands which are actually flooded by the construction of the dam are fairly embraced within the description "south-east parts of lots numbers 9 and 10 in the third concession," etc.

To avoid, however, the necessity for a further reference to ascertain damages, in case it should be held that the plaintiff is entitled to recover in respect of lots 9 and 10, I have, subject to Mr. Porter's objection, fixed the damages which the plaintiff would, in that event, be entitled to recover.

For the reasons set forth in my former judgment, the plaintiff is entitled to have damages assessed since the 14th November, 1902, being the six years before action, and until the 7th July, 1911, the date of the hearing at Marmora.

Having personally viewed the premises and heard the witnesses as to damages, and making allowances for damages done by flooding prior to the first mentioned date, in respect to which the plaintiff's claim is barred by statute, and for damage occasioned by flooding within the prescriptive rights of the defen-

dants and by flooding by the defendants and others in exercise of their rights under R.S.O. ch. 142, in respect to which the plaintiff is not entitled to damages, I find that the plaintiff is entitled to recover from the defendants in respect of lot 8 the sum of $110 in full of his damages in respect of that lot up to and including the 7th July, 1911, for which sum and his costs throughout on the High Court scale, including the costs of the appeal, less the sum by which the costs have been increased by reason of his claim in respect of lots 9 and 10, judgment will be entered in his favour.

I also find that, if it be held that the plaintiff is entitled to recover in respect of lots 9 and 10, he will be entitled, after making the allowances above mentioned, in respect of lot 8, to the sum of $150 for the damages in respect of that portion of lot 9 which immediately adjoins Crow lake, and the further sum of $225 in respect of that portion of lots 9 and 10 adjoining and directly flooded by the waters of Crow river.

As to costs in respect of the claim for damages to lots 9 and 10, I adjudge and direct that there will be no costs, unless the plaintiff appeals from this judgment in respect of the said two lots, in which last mentioned event the plaintiff will pay to the defendants their costs which have been occasioned by reason of the plaintiff having claimed damages in respect of those lots.

TEETZEL, J. AUGUST 5TH, 1911.

T. CAIN v. PEARCE CO.

M. CAIN ET AL. v. PEARCE CO.

BONTER v. PEARCE CO.

Water and Watercourses—Mill Privileges—Dam—Flooding Lands—Prescription—Damages—Assessment of.

These three actions and McGrath v. Pearce Co., supra, were tried together before TEETZEL, J., and judgment given in 1910: see 1 O.W.N. 1133. That judgment was affirmed as regards these three actions by a Divisional Court: ante 887.

Pursuant to the judgment at the trial, the three actions again came before TEETZEL, J., for assessment of damages.

H. E. Rose, K.C., for the plaintiffs.

E. G. Porter, K.C., for the defendants.

TEETZEL, J.:—In the action of T. Cain, the plaintiff is entitled to have damages assessed under the trial judgment since the 10th March, 1903, being six years before action, and until the 7th July, 1911, the date of hearing at Marmora.

Having personally viewed the premises and heard the witnesses as to the damages, and making allowances for damages done by flooding prior to the first-mentioned date, in respect to which the plaintiff's claim is barred by statute, and for damage occasioned by flooding within the prescriptive rights of the defendants, and by flooding by the defendants and others in exercise of their rights under R.S.O. 1897 ch. 142, in respect to which the plaintiff is not entitled to damages, I find that the plaintiff is entitled to recover from the defendants the sum of $250 in full of his damages up to and including the 7th July, 1911, for which sum and his costs throughout, on the High Court scale, judgment will be entered in his favour.

In the action of M. Cain et al., the plaintiffs are entitled to have damages assessed under the trial judgment since the 24th December, 1902, being six years before action, and until the 7th July, 1911, the date of hearing at Marmora.

Having personally viewed the premises and heard the witnesses as to the damages, and making allowances for damage done by flooding prior to the first-mentioned date, in respect to which the plaintiffs' claim is barred by statute, and for damage occasioned by flooding within the prescriptive rights of the defendants, and by flooding by the defendants and others in exercise of their rights under R.S.O. 1897 ch. 142, in respect of which the plaintiffs are not entitled to damages, I find that they are entitled to recover from the defendants the sum of $600 in full of their damages up to and including the 7th July, 1911, for which sum and their costs throughout judgment will be entered in their favour.

The plaintiff Bonter acquired title to his lands only on the 22nd April, 1908, and issued his writ on the 22nd December, 1908; and is, therefore, only entitled to damages from the former date.

While I find that he has suffered some damage on account of the defendants wrongfully flooding his land, his claim for the same is grossly exaggerated; and, but for the fact that the defendants have been throughout claiming the right by prescription to flood his land, and have set up that claim in their defence, on account of which the title to land is involved, the action should have been brought in a lower Court.

Having personally viewed the premises and heard the witnesses as to the damages, and making allowances for damages done by flooding before the plaintiff acquired title, and for damage occasioned by flooding within the prescriptive rights of the defendants, and by flooding by the defendants and others in exercise of their rights under R.S.O. 1897 ch. 142, in respect to which the plaintiff is not entitled to damages, I find that he is entitled to recover from the defendants the sum of $65 in full of his damages up to and including the 7th July, 1911, for which sum and his costs throughout, on the High Court scale, judgment will be entered in his favour.

BRITTON, J. AUGUST 11TH, 1911.

IMPERIAL PAPER MILLS OF CANADA LIMITED v. QUEBEC BANK.

Banks and Banking—Advances by Bank to Milling Company—Pledge of Timber—Written Promise to Give Security—Validity—Bank Act, sec. 90—Winding-up of Company—Forum for Determination of Issues—Leave to Defend Action and Assert Claim to Timber—Receiver—Liquidator—Identification of Property—Description—Absence of Fraud—Lien of Bank—Payment of Government Dues—Injunction—Damages—Costs.

The plaintiffs' claim, as indorsed on the writ of summons, was for an injunction restraining the defendants from taking possession of or interfering with the logs of the plaintiff company in the McCarthy creek, the Sturgeon river, Lefrois lake, or in any other portion of the plaintiff company's concession, which logs were claimed by the plaintiff Clarkson as receiver of the plaintiff company (appointed in an action of Diehl v. Carritt).

In the plaintiffs' statement of claim they alleged an agreement and intention on the part of the defendants to take the logs down the Sturgeon river and over the Sturgeon falls, for the purpose of preventing them being purchased for or used at the plaintiffs' mill. The plaintiffs also attacked the securities held by the defendant bank and asked an adjudication in respect of them.

An interim injunction was granted, upon the plaintiffs' application; and at the trial they sought: (1) to have the injunc-

tion made perpetual; (2) a declaration that the logs in question, before the date of the writ of summons, were in possession of the plaintiff Clarkson as receiver; (3) an adjudication that the defendant bank had wrongfully disturbed the receiver in his possession; and (4) a declaration of the plaintiffs' right to damages and a reference to assess the same.

On the 26th September, 1908, before the trial of this action, an order was made for the winding-up of the plaintiff company, and in the winding-up proceedings the plaintiff Clarkson was appointed liquidator; and on the 19th November, 1908, he was added as a party plaintiff in this action in his capacity as liquidator.

The defendants counterclaimed for a declaration of their right to the logs and for damages by reason of the interim injunction.

C. A. Masten, K.C., J. H. Moss, K.C., and R. B. Henderson, for the plaintiffs.

F. E. Hodgins, K.C., and D. T. Symons, K.C., for the defendants.

BRITTON, J. (after setting out the facts):—The plaintiff Clarkson was appointed receiver on behalf of Diehl et al., holders of the mortgage debentures. The action of Diehl v. Carritt was brought by them as debenture-holders, and on behalf of all other debenture-holders, and, as such receiver, he could deal only with the property covered by the mortgage. The debenture-holders, under either mortgage, had not, by virtue of such mortgage, any right to interfere with the spruce and balsam logs. The receiver was never in actual possession of the logs, at any time before the commencement of this action. Constructive possession would be with the owner. The Quebec Bank, prior to the issuing of the writ herein, made an arrangement with their co-defendant Gordon by which he was to drive these logs down the Sturgeon river, still further on the way to the mill. Gordon entered upon the work, took actual possession, and was in such possession when the injunction order was obtained. On these grounds the plaintiff receiver must fail in his action.

If that conclusion is right, the contention of the plaintiffs that the question of the validity of the bank's securities, and their priorities, must be fought out, as to these logs, in the suit of Diehl v. Carritt, is answered.

Then the contention of the plaintiff liquidator is that, even if the debenture-holders have no standing, the claim of the bank

must be proved in liquidation proceedings in the winding-up of the plaintiff company.

No doubt, the Quebec Bank have had and will have to deal with claims in winding-up proceedings, but this claim, in reference to particular spruce and balsam logs which were cut and brought to McCarthy creek by the bank's advances, should be dealt with now and determined once for all in the present action. Any assistance the Court can give to the parties to have the questions determined with as little additional expense as possible should be given.

I am of opinion that the defendants were right in defending this action and in continuing their defence, without leave, in order to have the right of the bank, under the securities mentioned, determined herein; but, should leave be necessary, I grant it nunc pro tunc, so far as I have power to do so: see In re Lloyd, Lloyd v. Lloyd, 6 Ch. D. 339; In re Stubbs, Baring v. Stubbs, [1891] 1 Ch. 187.

The fact of a winding-up order does not prevent a security-holder from bringing an action to realise his security: In re Longendale Spring Co., L.R. 8 Ch. 150.

The logs in question were got out in the winter of 1905-6. I accepted the evidence of John Craig—an extract from his evidence was written out. He stated that these logs were probably cut from August, 1905, to the end of March or beginning of April, 1906; and he said the advances made for getting these logs out were evidently correct . . .

During 1905, the Quebec Bank were advancing large sums of money upon the promises, in writing, of the company that security would be given upon the logs cut and to be cut and to be brought to the plaintiffs' mill. . . .

Without referring in detail to the advances and to the notes and securities given, I have no difficulty in arriving at the conclusion that for the identical spruce and balsam logs in question in this action the money was advanced by the Quebec Bank, and these logs are in part the logs mentioned and intended to be mentioned in the securities given by the company to the bank, and the money was advanced by the bank because of the promises in writing that the securities would be given. See sec. 90 of the Bank Act.

In fine print, on the blank forms of these securities, are the words, "for loans to owners in possession—Bank Act, sec. 74." That section of 54 & 55 Vict. ch. 17 is the same as sec. 86 of ch. 29, R.S.C. 1906. I find that the securities held by the Quebec Bank upon these spruce and balsam logs are valid. The

company have admitted all through, except in this action, that these logs were the Quebec Bank logs—and the company are not now in a position to dispute the validity of the bank's claim.

Upon all the facts in this case, the liquidator is in no better position than the company would be if not in liquidation: Rolland v. La Caisse d'Economie, 24 S.C.R. 405.

The objection that the description in the securities is insufficient, even if the plaintiffs are allowed to raise it, cannot prevail. Very little care was taken in making out these securities—they were prepared by the company and accepted by the bank without question or revision or suggestion.

The security for 40,000 cords of logs has in it the statement that it is given as promised in the letter of the 23rd August, 1905. By reference to the letter, the logs from which the pulp wood was to be obtained are mentioned—one security on the 7th April, 1906, is upon 1,000,000 pieces. The estimate is given of 15 pieces to the cord, making in round figures 66,000, and it mentions that, of the 66,000 cords, 61,000 cords are needed in former securities—leaving only 5,000 cords as specially applicable to this as a matter of book-keeping or accounting.

Applying the rules deduced by Falconbridge in his book on Banking, pp. 188, 189: (1) that the description need not be such that without other inquiry the property could be identified; (2) that it is not necessary that the property should be so described as to enable a person to distinguish the article without having recourse to extrinsic evidence; and (3) that written descriptions are to be interpreted in the light of the facts known to and in the minds of the parties at the time: the description should be held sufficient.

Upon the evidence, I find against the plaintiffs upon the allegations as set out in the statement of claim, and I find in favour of the defendants upon their statement of defence. There is no evidence of any fraudulent intent on the part of the company in giving or of the bank in taking the securities mentioned.

I find that, even if the logs did not belong to the defendant bank, the bank, holding these as security, would be entitled to the reasonable cost of bringing the said logs down from McCarthy creek, and the bank would be entitled to a lien on such logs for salvage.

It was absolutely necessary, in order to get anything from these logs, that they be brought down at least to Sturgeon Falls, as the nearest place for sale and conversion of the same.

Even if the securities are not valid, the Quebec Bank are entitled to, and should be paid, the amount of Government dues

upon the said logs, the bank having paid the same to the Province of Ontario, and the bank have been subrogated in the rights of the Province in the said logs as to the amount so paid. The company was a consenting party to the payment of these dues by the bank, and it was fully understood by the said company and the bank that the logs were liable therefor.

The amount in the whole paid to the Province of Ontario by the bank was $21,017.28. It did not clearly appear how much of this sum was applicable to these particular spruce and balsam logs.

As to the question of the necessity of hauling out the logs at Sturgeon Falls, the order of the 28th May, 1908, was properly made, upon the evidence before the Judge, but the weight of evidence at the trial, in my opinion, was, that there was booming space on the river where the logs could have been kept; there was, however, the danger of some of the logs sinking if kept too long in the water.

Judgment should be for the defendants dismissing this action with costs.

I assess the damages to the defendant bank by reason of the injunction, at the amount of cost to them of hauling out the logs upon the bank, and costs, and loss that naturally resulted from such hauling out. If the parties can agree, the proper amount may be, at once, inserted in the judgment. If the bank do not accept the cost of hauling out and occasioned thereby as the whole amount to which they are entitled, they may have a reference, at their own risk as to costs, to the Master in Ordinary.

In case the bank desire a reference, they must elect within twenty days, and, in that case, the costs of the reference only will be reserved.

Such damages, in accordance with the order herein made on the 28th May, 1908, are to be paid by the plaintiff company and receiver; and, as between the bond-holders and receiver, such damages are to be a charge on the assets of the company in priority to the claims of the bond-holders.

DIVISIONAL COURT. AUGUST 14TH, 1911.

HESSEY v. QUINN.

Appeal—Master's Report—Affirmance by Judge—Further Appeal—Rule as to Consideration of Evidence—Ascertainment of Amount of Rebate in Rent of Hotel—Opinion Evidence—Evidence as to Value of Other Buildings—Costs.

Appeal by the plaintiff from an order of LATCHFORD, J., dismissing with costs the plaintiff's appeal from the report of the Local Master at Barrie finding the amount which should be allowed to the plaintiff as a rebate in the rent of an hotel in town of Orillia by reason of the sale of intoxicating liquor in the hotel being rendered impossible by the passing of a local option by-law. See the judgments in 18 O.L.R. 487, 20 O.L.R. 442, 21 O.L.R. 519.

The appeal was heard by FALCONBRIDGE, C.J.K.B., TEETZEL and SUTHERLAND, JJ.

F. E. Hodgins, K.C., for the plaintiff.

A. McLean Macdonell, K.C., for the defendants.

The judgment of the Court was delivered by FALCONBRIDGE, C.J.:—Taking up first the award in the light of the evidence, I am quite free to confess that, after my first perusal thereof, I was inclined to think that the learned Master had not allowed enough money by way of rebate for the loss of the privilege to sell intoxicating liquor in consequence of the passing of the local option by-law in Orillia.

But I may have been unable at first to dissociate myself from the prevailing idea that there is little or no profit in hotel-keeping apart from the bar business, and that, if the proprietor gets his and his family's board and lodging and suffers no loss or "breaks even" (to use the favourite phrase of the witnesses) on the rest of the house, he is doing well.

The hotel in question here was, however, more of a commercial house and less dependent on its bar than the other two places, the rent of which suffered larger proportionate diminution than has been here awarded.

But the question is not whether I would personally have allowed a larger sum—it is whether the report is or is not reasonably justified by the evidence.

It is unnecessary to cite in every successive case the series of judgments laying down the rule as to interference in questions

of fact with the findings of a judicial officer who has seen and heard the witnesses. The authorities were summed up in Bishop v. Bishop, 10 O.W.R. 177. Since then Lord Loreburn, L.C., said in Lodge Holes Colliery Co. v. Mayor of Wednesbury, [1908] A.C. at p. 326: "When a finding of fact rests upon the result of oral evidence, it is in this way hardly distinguishable from the verdict of a jury, except that the jury gives no reasons."

This high deference has always been paid to the finding of a Master. . . .

[Reference to and quotation from McKnight v. McKnight, 12 Gr. at p. 346.]

The Master in this case is an officer of long experience and of approved judgment.

Then it is to be borne in mind that this report has already passed through the crucible of one appeal. A Judge of great practical experience has found the report to be right. I understand that he gave a considered judgment on the subject, but that his written opinion has been mislaid or lost.

I turn now to the legal objections taken by the appellant. The chief of these is, that witnesses were allowed to testify broadly as to the very question at issue before the Master, viz., the amount that ought to be allowed by way of rebate. It is very curious to note that the plaintiff himself appears to have commenced the trouble. At p. 29 of the evidence, his counsel asked the witness, "What is a fair rent for the house under these (new) conditions?" The defendants' counsel objects, on the ground that the Master is the person to have the opinion; and the Master appears to have sustained the objection. Then (p. 83) the defendants' counsel goes into the same line of questioning, and, after some discussion, the Master seems to have thought that his former ruling was misunderstood, and allows the questions. Then the plaintiff was allowed in turn to recall his witnesses, and to follow the same line of examination. So that I cannot see how he has been hurt.

It is always very difficult to restrain the parties and witnesses from giving evidence on the very point which the Judge has to decide: e.g., whether a road is dangerous or not. I do not know that there is any particular harm done in a non-jury trial—a Judge (if he is fit for his position) ought to be able to disconnect the opinion from the statement of fact. The doctrine on this subject has been pushed to rather absurd lengths in some instances: for example, in the cases cited by Dr. John D. Lawson, in the "Law of Expert and Opinion Evidence," 2nd ed.,

p. 464: "The question is the damage which land has sustained by the cutting down of trees. The opinion of A., a farmer, that the land was worth $5,000 before, and but $1,000, after, the cutting, is admissible. The opinion of A. that the land was depreciated $4,000 in value by the injury is inadmissible." In other words, the witness may not do a sum in subtraction.

Then objection is taken to the admission of evidence as to cost and value of this and other hotel buildings, and of the value of the hotel building if put to other purposes. All that I can say on this point is that if that evidence was improperly admitted, if it were stricken out, there is abundant evidence to support the Master's judgment. I am of the opinion, therefore, that this appeal must be dismissed with costs.

There were circumstances about the case which inclined me to favour relieving the plaintiff from the penalty of costs, but our rule is generally inexorable, and the plaintiff did not rest content with one appeal.

TORONTO AND NIAGARA POWER CO. v. TOWN OF NORTH TORONTO—FALCONBRIDGE, C.J.K.B.—AUG. 12.

Interim Injunction—Municipal Corporation—Right of Power Company to Erect Poles in Streets—Construction of Statute—Convenience.]—Motion by the plaintiffs for an interim injunction restraining the defendants from preventing the plaintiffs from proceeding with the erection of poles within the defendants' municipality. The Chief Justice said that it might well be that, at the trial, the plaintiffs' position and contentions would be sustained. But, in view of the numerous difficult questions which had been raised on the construction of the statute and otherwise, he found himself unable, on a mere interlocutory application, to declare with sufficient certainty that the plaintiffs had the right which they claimed to invade the defendants' streets without any leave or license of the defendants. The plaintiffs' counsel complained that the defendants' mayor was guilty of *suppressio veri* in his affidavit, in that he made no mention of the plaintiffs' officers waiting on the town council and desiring their co-operation; but the plaintiffs' contention, in order to prevail, must go the whole length of asserting that they had the absolute right as above stated. The motion was ordered to stand over to the hearing—the plaintiffs to be at liberty to deliver pleadings in vacation, and the defendants to

be obliged to plead thereto in vacation, and to take short notice of trial, and in every other way to speed the hearing of the cause. Costs of the motion to be costs in the cause, unless the Judge at the trial should otherwise order. D. L. McCarthy, K.C., for the plaintiffs. G. H. Watson, K. C., and T. A. Gibson, for the defendants.

BAUGH v. PORCUPINE THREE NATIONS GOLD MINING CO.—FALCONBRIDGE, C.J.K.B.—AUG. 14.

Interim Injunction—Company—Director—Balance of Convenience.]—Motion by the plaintiff to continue an interim injunction restraining the defendants from preventing the plaintiff from acting as a director of the defendant company. The Chief Justice said that the plaintiff made out a strong case. It was manifest that the balance of convenience and of possible damage was in favour of the continuance of the injunction to the trial. The defendants could suffer no great injury. The injunction was granted on the 24th June, and the motion to continue not argued until the 10th August. Injunction therefore continued until the trial. The plaintiff to deliver pleadings in vacation and by every means in his power to speed the hearing of the cause. Costs of the motion in the cause to the successful party, unless the Judge at the trial should otherwise order. J. M. Clark, K.C., for the plaintiff. R. McKay, K.C., and J. M. Ferguson, for the defendants.