THE
ONTARIO WEEKLY NOTES

CASES DETERMINED IN THE COURT OF APPEAL
AND IN THE HIGH COURT OF JUSTICE
FOR ONTARIO, FROM SEPTEMBER,
1911, TO SEPTEMBER, 1912.

NOTED UNDER THE AUTHORITY OF THE LAW SOCIETY
OF UPPER CANADA.

VOL. III.

Editor:
Edward B. Brown, K.C.

1912:
CANADA LAW BOOK CO., LTD.
LAW BOOK PUBLISHERS
TORONTO

CASES REPORTED AND NOTED

(Cases marked * are reported also in the Ontario Law Reports).

A.

Abbott v. Abbott, 683.
Abrey v. Victoria Printing Co., 868.
*Adams v. Craig and Ontario Bank, 41.
*Adams v. Gourlay, 909, 1010.
Adams, Hewitt Allen Co. v., 750.
*Adams, Pearson v., 1205, 1660.
*Aldborough, Township of, *Re* Township of Orford and, 1517.
Alexander v. Herman, 755.
Allen, Edgeworth v., 1375.
Allen v. Grand Valley R.W. Co., 687.
Allen, Hyatt v., 370, 1401.
Allen, Restall v., 63.
*Allen, Scott v., 1484.
Allen v. Turk, 364.
Ancient Order of United Workmen and Riddell, *Re*, 891.
Anglo-American Insurance Co., Stoness v., 494, 886.
*Anglo-Canadian Mortgage Corporation, Powell-Rees Limited v., 844, 1375, 1444.
Appleyard v. Mulligan, 943
Armstrong, Greer v., 956.
Ashick v. Hale, 372.
Atkins, *Re*, 665.
Atkinson Brothers, Stone Limited v., 572.
Attorney-General for Ontario v. Canadian Niagara Power Co., 545.
*Auger, *Re*, 377, 1264.
Augustine, Welland County Lime Works Co. v., 1329.
*Austin, Rex v., 225.
Avery, Bell Telephone Co. v., 1664
Aymer, Union Bank of Canada v., 771, 773.

B.

*Bailey v. Beatty, 990.
*Bailey v. Dawson, 560.
Baird, Tebb v., 952.

Baldwin, Kippen v., 121.
Baldwin v. Township of Widdifield, 1348.
Bank of Hamilton, Evel v., 336, 415.
Bank of Hamilton v. Kramer Irwin Co., 73, 603.
*Bank of Montreal, Freeman v., 1364.
Bank of Montreal v. Partridge, 149.
Bank of Ottawa v. Bradfield, 688.
Barber v. Sandwich Windsor and Amherstburg R.W. Co., 809.
*Barnard Argue Roth Stearns Oil and Gas Co., Farquharson v., 239.
Bartlett v. Bartlett Mines Limited, 328, 958, 1155.
Barton, Stavert v., 265, 348.
Bartram, Clarke v., 335, 691.
Bartram v. Grice, 1296.
Bartram, Grice v., 178, 1312.
*Bastard and Burgess, Townships of, *Re* Quigley and, 170.
*Bateman v. County of Middlesex, 307, 1541.
Batho v. Zimmer Vacuum Machine Co., 1009, 1152.
Baxter v. Young, 413.
Beam, *Re*, 138.
Beath v. Townsend, 453.
*Beatty v. Bailey, 990.
*Beaverton, Town of, *Re* Sturmer and, 333, 613, 715.
Becker v. Miller, 357.
Bell Engine and Threshing Co. v. Wesenberg, 1169.
Bell Telephone Co. v. Avery, 1664.
*Bell Telephone Co., County of Haldimand v., 607.
Benedict v. Brandon, 1508.
*Benner v. Mail Printing Co., 56.
*Bennett v. Havelock Electric Light Co., 341.
Bertie, Township of, Lake Erie Excursion Co. v., 1191.
*Bethune v. The King, 941.
*Bigelow v. Powers, 186.
Billings, Canadian Northern R.W. Co. v., 1504.
Binder v. Mahon, 318, 848.
Bingham, Traders Bank of Canada v., 772.
Binkley v. Stewart Co., 1427.
Birkbeck Loan Co., Daniel v., 1250.
Bissett v. Knights of the Maccabees, 1280.
Black v. Townsend, 541.
Black, Webb v., 1153.
*Blyth, Village of, and Township of McKillop, Re, 781.
Boehmer, Re, 1353.
Boehmer v. Zuber, 134.
Boland v. Philp, 1562.

Bomerito, D'Avignon v., 158, 438.
Bonter v. Pearce Co., 1321.
Borland, Lyon v., 204.
Bostock, Grocers' Wholesale Co. v., 1588.
Boulter, Stocks v., 277, 1397.
Bowman, Weber v., 686.
Bradfield, Bank of Ottawa v., 688.
Bradley, Rex v., 58.
Brandon, Benedict v., 1508.
*Brant, Township of, *Re* Keeling and, 324.
Brantford Steel R.W. Co., National Trust Co. v., 1615.
Brecker and Delaney, *Re*, 295.
Brennan, *Re* McCreary v., 1052.
Brethour, Securities Development Corporation of New York v., 250.
Brewer v. Grand Trunk R.W. Co., 572.
British Canadian Power Co., Bucknall v., 1138.
British North American Mining Co. v. Pigeon River Lumber Co., 701.
*Britnell, Rex v., 977.
Britton Manufacturing Co., Rickart v., 1008, 1272, 1512.
Britton, Rickert v., 1008, 1272, 1512.
Britton, Scott v., 568.
Brodie v. Patterson, 685.
Brooke v. Brooke, 52.
Broom, *Re*, 51, 102.
Broom v. Town of Toronto Junction, 1158, 1228, 1286.
Brothers v. McGrath, 806.
Brown v. Brown, 543.
Brown v. Chamberlain, 569.
Brown v. City of Toronto, 84.
Brown v. Orde, 1230, 1312.
*Brown, Rochford v., 343.
Brown v. Security Life Insurance Co. of Canada, 85.
Brown v. Weir, 385.
Browne, Wills v., 580.
*Bruce, Township of, Young v., 89.
*Brussels, Village of, and McKillop Municipal Telephone System, *Re*, 781.
Buchan, Gray v., 1620.
*Buchner, Fidelity Trust Co. v., 1208.
Bucknall v. British Canadian Power Co., 1138.
Buffalo Specialty Co., Capital Manufacturing Co. v., 553.
Bugg, Warfield v., 522.
Bullen, Douglas v., 1619.

Bullen v. Wilkinson, 229, 859.
*Burns v. Hall, 315.
Burroughs, Moran v., 1214.
Burrows v. Burrows, 81.

C.

*C., an Infant, *Re*, 391.
Cadwell v. Campeau, 616.
Cain (M.) et al. v. Pearce Co., 1321.
Cain (T.) v. Pearce Co., 1321.
Caldwell v. Hughes, 639.
Caledonia, Village of, and County of Haldimand, *Re*, 1654.
Caledonia, Village of, *Re* Simpson and, 503.
Cameron and Hull, *Re*, 807.
*Cameron, Rudd v., 1003.
Campbell, Horswell v., 28.
*Campbell, Jarrett v., 872, 905.
Campbell v. Sovereign Bank of Canada, 334, 1283, 1285.
*Campbell, Stavert v., 591, 641, 716.
Campbellford Lake Ontario and Western R.W. Co., *Re*, 1513.
Campeau, Cadwell v., 616.
Canada Foundry Co., Dunlop v., 932.
Canada Foundry Co., Yonhocus v., 44.
Canada Life Assurance Co., Harley v., 67.
Canada Steel Co., Mercantile Trust Co. v., 980, 1243, 1467.
Canadian Bank of Commerce v. Gillis, 359, 646.
Canadian Contracting and Development Co. v. Jamieson, 449.
Canadian Electric and Water Power Co. v. Town of Perth, 1449.
*Canadian Express Co., Ford v., 9.
Canadian Flaxhills Limited, Guy Major Co. v., 1058.
Canadian Gas Power and Launches Limited v. Orr Brothers Limited, 1362.
Canadian General Electric Co., Darke v., 368, 817.
Canadian Home Circles, Order of, *Re* Cunningham and, 118.
Canadian Home Circles, Order of, *Re* Watson and, 1605.
Canadian Knowles Co. v. Lovell-McConnell Co., 690.
Canadian Niagara Power Co., Attorney-General for Ontario v., 545.
Canadian Northern Coal and Ore Dock Co., Melynk v., 371.
Canadian Northern Coal and Ore Docks Co., Plocks v., 381.
Canadian Northern R.W. Co. v. Billings, 1504.
Canadian Oil Co. v. Clarkson, 1331.
Canadian Pacific R.W. Co., Jones v., 1404.
*Canadian Pacific R.W. Co., Pattison v., 45, 1245.

Canadian Pacific R.W. Co., Scarlett v., 1006.
Canadian Pacific R.W. Co., Stevens v., 221.
*Canadian Pacific R.W. Co., Stone v., 973.
*Canadian Pacific R.W. Co., Swale v., 601, 633, 664.
Canadian Pacific R.W. Co., *Re* Town of Steelton and, 1199.
*Canadian Railway Accident Insurance Co., Wadsworth v., 828.
*Canadian Shipbuilding Co., *Re*, 1476.
Capital Manufacturing Co. v. Buffalo Specialty Co., 553.
*Carlisle v. Grand Trunk R.W. Co., 510.
Carnegie, Richards v., 686.
Carroll, Empire Limestone Co. v., 1159.
Carruthers v. Toronto and York Radial R.W. Co., 14.
Carry v. Toronto Belt Line R.W. Co., 751.
*Carson, Sibbitt v., 1491.
Carter v. Foley-O'Brien Co., 888.
*Carter, Young v., 1486.
Cartwright v. Pratt, 1279.
*Cartwright v. Wharton, 499.
Casson v. City of Stratford, 443.
Chamberlain, Brown v., 569.
*Chandler & Massey Limited v. Irish, 61, 383.
Chaplin, Volcanic Oil and Gas Co. v., 1597.
Chapman v. Wade, 388.
Charlebois v. Martin, 1155.
Charlton, Maple City Oil and Gas Co. v., 1629.
Cheeseworth v. Davison, 606, 1240.
Cheff v. Martin, 475.
Chilman, Rex v., 777.
Chipman, Lee v., 1043.
Chisholm, Fyckes v., 21.
City of Cobalt Mining Co., Nadeau v., 1126, 1379.
*Clark v. Loftus, 1027.
Clark v. Wigle, 1583.
Clarke v. Bartram, 335, 691.
Clarke, Martin v., 569.
Clarke, Meyer v., 893.
*Clarkson and Wishart, *Re*, 1645.
Clarkson, Canadian Oil Co v., 1331.
Clarkson v. McNaught, 808.
Clarkson v. McNaught and McNaught, 638, 670, 741.
Clarkson v. McNaught and Shaw, 638, 670, 741.
Clarkson v. C. B. McNaught, 638, 670, 741.
Clarkson v. Shaw, 638, 670, 741.
Clarkson, Sovereign Bank of Canada v., 167.
Clayton, Zoek v., 1611.

*Coates, Travis v., 1651.
Cobourg, Town of, Crowther v., 490.
*Cohen, Rex v., 1409.
Collier, McFarlane v., 1510.
*Collins, McNair v., 1639.
Collins, Richards v., 1479.
Colonial Investment and Loan Co. v. McKinley, 949.
Conger Lumber Co., Phillips v., 1436.
Conkle v. Flanagan, 1242.
Conn, Gilroy v., 732, 899.
*Connors v. Reid, 209, 1137.
*Constantineau and Jones, Re, 1030.
Contractors Supply Co. v. Hyde, 723.
Cook, Emerson, v., 968.
Cook, Ontario Asphalt Block Co. v., 1289.
Cook, Pitze v., 401.
Cooper v. London Street R.W. Co., 1277.
Copeland, Jennison v., 795.
Corby Distillery Co., Dean v., 242.
Corea v. McClary Manufacturing Co., 1071.
Corkett, *Re*, 761, 1134.
Corr, *Re*, 1177, 1442.
Coutts and Leboeuf, *Re*, 1352.
Cowan, Howie v., 1156.
Cowie v. Cowie, 1510.
*Cox, Underwood v., 765, 1112.
Coyne v. Metropolitan Life Insurance Co., 648.
Crabbe v. Crabbe, 604.
Craig, *Re*, 870.
*Craig and Ontario Bank, Adams v., 41.
Craig, Northern Sulphite Mills Limited v., 214, 1388.
Craig, Quebec Bank v., 1635.
Crave, Peacock v., 1184.
Crate, Union Bank v., 1018.
Crinkley v. Mooney, 105.
Crockford v. Grand Trunk R.W. Co., 847.
Crewe, *Re*, 906.
*Crowe, Maloughney v., 1488.
Crown Fire Insurance Co., Strong v., 481, 1377, 1534.
Crowther v. Town of Cobourg, 490.
Crucible Steel Co. v. Ffolkes, 750.
Cumming, *Re* Jones and, 672.
Cunningham and Canadian Order of Home Circles, *Re*, 118.
Cunningham v. Michigan Central R.R. Co., 1395.
Curry v. Wettlaufer, 1641.

D.

D. v. W., 993.
Dale, *Re*, 329.
Danbrook v. Parmer, 1430.
Daniel v. Birkbeck Loan Co., 1250.
Darke v. Canadian General Electric Co., 368, 817.
*Dart, Patterson v., 127.
Dart v. Toronto R.W. Co., 1202.
Davey v. Foley-Reiger Co., 856.
Davidson v. Peters Coal Co., 1160.
Davies, Plummer v., 466.
D'Avignon v. Bomerito, 158, 438.
Davison, Cheeseworth v., 606, 1240.
*Dawson, Bailey v., 560.
Day v. City of Toronto, 1083.
Deacon, Wilson v., 163.
Dean v. Corby Distillery Co., 242.
Dean v. Wright, 808.
*Defoe, *Re* Robertson and, 431.
Delaney, *Re* Breckon and, 295.
De la Ronde v. Ottawa Police Benefit Fund Association, 1188, 1282.
Dell v. Michigan Central R.R. Co., 123.
Delyea v. White Pine Lumber Co., 823.
Demers v . Nova Scotia Silver Cobalt Mining Co., 1206.
Demetrio, Rex v., 313, 602.
Dempster v. Russell, 719.
Denneen v. Wallberg, 1511.
*Denton, *Re*, 678, 1109.
*De Struve v. McGuire, 251, 685.
D'Eye v. Toronto R.W. Co., 38.
Dickinson, Ward v., 1153.
Dietrich v. Goderich Wheel Rigs Co., 401.
Dilts v. Warden, 1319.
*Dinnick and McCallum, *Re*, 1061, 1463.
Dixon, Hodgins v., 235.
*Dominion Automobile Co., Verral v., 108.
*Dominion Bank, Toronto Club v., 460.
Dominion Realty Co. v. Jeffrey Manufacturing Co., 771.
*Dominion Fire Insurance Co., Kline Brothers & Co. v., 698.
*Dominion Flour Mills Co. v. Morris, 729.
Dominion Milling Co., *Re*, 1618.
Dominion Natural Gas Co., Lundy v., 1575.
Doolittle and Wilcox Limited, Fisher and Son Limited v., 1417.

Douglas v. Bullen, 1619.
Douglas, Gibbons v., 119.
Downey, McLean v., 1592.
Drummond, *Re*, 1459.
Dubé v. Mann, 1580.
Dulmage v. Lepard, 986.
Dunkley, Everly v., 1607.
Dunlop v. Canada Foundry Co., 932.
Duryea v. Kaufman, 651.
Duval v. O'Beirne, 513.

E.

Easton v. Sinclair, 1103.
Eaton, Neville v., 215.
*Eaton (T.) Co., Gissing v., 219.
Eberle, Poulin v., 198.
Edgar Allen & Co. Limited, Grocock v., 1315.
Edey, McDonald v., 1514.
Edgeworth v. Allen, 1375.
Elk Lake Telephone and Telegraph Co., L. M. Ericsson Telephone Manufacturing Co. v., 1309.
Elliott, McKenzie v., 1083.
Elliott, Pattison v., *Re*, 1327.
Emerson v. Cook, 968.
Empire Limestone Co. v. Carroll, 1159.
*Employers' Liability Assurance Corporation, Wallace v., 232, 778, 1179.
Equity Fire Insurance Co., Nassar v., 551.
Ericsson (L.M.) Telephone Manufacturing Co. v. Elk Lake Telephone and Telegraph Co., 1309.
*Euclid Avenue Trusts Co. v. Hohs, 3.
Evans v. Railway Passengers Assurance Co., 881.
Evel v. Bank of Hamilton, 336, 415.
Everly v. Dunkley, 1607.
Ewing v. Toronto R.W. Co., 246.
Excelsior Life Insurance Co., Smith v., 261, 1521.
Eyers v. Rhora, 1130.
Eyre, Ferguson v., 505.

F.

Farmers Bank of Canada v. Heath, 682, 805, 879.
*Farquharson v. Barnard Argue Roth Stearns Oil and Gas Co., 239.
Farmers Bank of Canada v. Heath, 805, 879.

Farrell, *Re*, 1099.
Fee v. MacDonald Manufacturing Co., 1378.
Ferguson v. Eyre, 505.
Ffolkes, Crucible Steel Co. v., 750.
*Fidelity Trust Co. v. Buchner, 1208.
Fisher v. Murphy, 150.
Fisher, Rodgers v., 106.
Fisher and Son Limited v. Doolittle and Wilcox Limited, 1417.
Fitzgerald, Mann v., 488, 1529.
Flanagan, Conkle v., 1242.
*Fleming v. Toronto R.W. Co., 457.
Fletcher v. Roblin, 155.
Foisy v. Lord, 373.
Foley-O'Brien Co., Carter v., 888.
Foley-Reiger Co., Davey v., 856.
Forbes v. Forbes, 557.
*Ford v. Canadian Express Co., 9.
Forks Road Gas Co., United Gas Companies v., 1079.
Forman, Mannheimer v., 523.
Foss, City of Toronto v., 1426.
Foster, Keenan Hardware Co. v., 1451.
Foster v. Mitchell, 425, 1509.
Foster, Reynolds v., 983.
Fox v. Ross, 1347.
Foxwell v. Kennedy, 1225.
*Fraser, *Re*, 1420.
*Fraser, McCormick v., 1420.
*Fraser v. Robertson, 1420.
Fraser v. Woods, 1194.
Freel, Mills v., 1240.
*Freeman v. Bank of Montreal, 1364.
*Frémont v. Frémont, 789.
Froehlich, Rex ex rel., v. Woeller, 838.
Fuller v. Maynard, 1082, 1602.
Fyckes v. Chisholm, 21.

G.

Galbraith v. McDougall, 1655.
*Galbraith, Rice v., 815.
Galbreaith, *Re*, 869.
Gallagher, *Re*, 1302.
Gallagher v. Ketchum & Co. Limited, 573, 843.
Gallagher v. Ontario Sewer Pipe Co., 742, 1240.
Gibbons v. Douglas, 119.

Gibson, *Re*, 1183.
*Gibson v. Hawes, 91.
Gilchrist, Lyon v., 1086.
Gillies Brothers Limited, Plaunt v., 921.
Gillis, Canadian Bank of Commerce v., 359, 646.
Gilroy v. Conn, 732, 899.
*Gissing v. T. Eaton Co., 219.
Goderich Wheel Rigs Co., Dietrich v., 401.
Goldfields Limited, *Re*, 928.
Goodchild v. Sandwich Windsor and Amherstburg R.W. Co., 1252.
Goodfriend v. Goodfriend, 784.
Gordon, *Re*, 316, 1458.
Gordon, Morgan v., 971.
*Gosfield South, Township of, Wigle v., 708.
Gottesman v. Werner, 1042.
*Gourlay, Adams v., 909, 1010.
*Gowans, Marshall v., 69.
*Graham, *Re*, 202.
*Graham v. Grand Trunk R.W. Co., 538.
Graham, McKinley v., 256, 645.
Graham, Ramsay v., 972.
Grand Trunk R.W. Co., Brewer v., 572.
*Grand Trunk R.W. Co., Carlisle v., 510.
Grand Trunk R.W. Co., Crockford v., 847.
*Grand Trunk R.W. Co., Graham v., 538.
*Grand Trunk R.W. Co., Heller v., 275, 642.
Grand Trunk R.W. Co., McEachen v., 628.
Grand Trunk R.W. Co., Madill v., 1333.
Grand Trunk R.W. Co., Martin v., 350.
Grand Trunk R.W. Co., *Re* Myles and, 259.
Grand Trunk R.W. Co., Myles v., 176.
Grand Trunk R.W. Co., Ontario and Western Co-operative Fruit Co. v., 589.
*Grand Trunk R.W. Co., Robinson v., 1345, 1451.
Grand Trunk R.W. Co., Shapter v., 1334.
Grand Trunk R.W. Co., Smith v., 379, 659.
Grand Trunk R.W. Co., Swaisland v., 960, 1083.
Grand Trunk R.W. Co., Thompson v., 1392.
Grand Valley R.W. Co., Allen v., 687.
*Grand Valley R.W. Co., Wood v., 1356.
Grant, Kuntz Brewery Co. v., 237.
*Gravenhurst, Town of, Young v., 10.
Gray v. Buchan, 1620.
Great West Land Co. v. Stewart, 1141.

Greer v. Armstrong, 956.
Greer v. Greer, 584.
Grice v. Bartram, 178, 1312.
Grice, Bartram v., 1296.
Griffin, *Re*, 759, 1049.
Griffin Curled Hair Co., Stokes v., 1414.
Grimshaw, McIntosh v., 848.
Grocers' Wholesale Co. v. Bostock, 1588.
Grocock v. Edgar Allen & Co. Limited, 1315.
Guest v. Linden, 750.
Gundy v. Johnston, 1601.
Guy Major Co. v. Canadian Flaxhills Limited, 1058.
Gwynne, *Re*, 1428.

H.

*Haldimand, County of, v. Bell Telephone Co., 607.
Haldimand, County of, *Re* Village of Caledonia and, 1654.
Hale, Ashick v., 372.
*Hall, Burns v., 315.
Hall, Holland v., 103, 1304.
Hamilton v. Vineberg, 605, 1337.
Hamilton Bridge Works Co., Smith v., 177, 1524.
Hamilton Grimsby and Beamsville R.W. Co. and Canadian Pacific R.W. Co., Ontario and Western Co-operative Fruit Co. v., 589.
Hamlink, *Re* Rex v., 1256.
Harley v. Canada Life Assurance Co., 67.
Harran, Rex v., 1107, 1450.
Harrison v. Knowles, 688, 892.
Hart, *Re*, 1287.
*Havelock Electric Light Co., Bennett v., 341.
*Hawes, Gibson v., 91.
Hawes Gibson & Co. v. Hawes, 312, 1078, 1229.
Hawkins v. McGuigan, 1064.
Hay, *Re*, 735.
Hay v. Sutherland, 584.
Heath, Farmers Bank of Canada v., 682, 805, 879.
Heintzman, Mitchell v., 892.
*Heller v. Grand Trunk R.W. Co., 275, 642.
*Henderson and Township of West Nissouri, *Re*, 65.
Herman, Alexander v., 755.
*Hesseltine, Nelles v., 65, 862, 1381.
Hessey v. Quinn, 442.
Hewitt, *Re*, 902.

Hewitt Allen Co. v. Adams, 750.
*Hill, Leslie v., 303.
Hilty (M.) Lumber Co. v. Thessalon Lumber Co., 1593.
Hitchcock v. Sykes, 31, 1118.
Hobberlin Bros. & Co. v. Tebb, 952.
Hodgins v. Dixon, 235.
*Hohs, Euclid Avenue Trusts Co. v., 3.
Holden v. Ryan, 1585.
Holland v. Hall, 103, 1304.
Holland, *Re* Wolfe and, 900.
*Hollinger, *Re* Zuber and, 416.
*Holman v. Knox, 151, 745.
Home Building and Savings Association v. Pringle, 1595.
*Honan, Rex v., 1412.
*Hooey v. Tripp, 738.
Hoover v. Nunn, 1223.
Hopper, Smith v., 1039.
Horswell v. Campbell, 28.
Howard, Molsons Bank v., 661.
Howie v. Cowan, 1156.
*Howse v. Township of Southwold, 1295, 1592.
Huckell v. Pommerville, 845.
Hudson's Bay Co. and Town of Kenora, *Re*, 473.
*Huegli v. Pauli, 915, 1010.
Hughes, Caldwell v., 639.
Hugill, Lum Yet v., 521.
Hull, *Re* Cameron and, 807.
*Hunter, *Re*, 529.
*Hunter v. Richards, 1432.
*Hutchinson, *Re*, 933, 1552.
*Hutt v. Hutt, 131.
Hyatt v. Allen, 370, 1401.
Hyde, Contractors Supply Co. v., 723.

I.

*Imperial Bank of Canada, Toronto Club v., 460.
Imperial Land Co., Town of Sturgeon Falls v., 49, 216, 265
*Imperial Paper Mills of Canada Limited v. Quebec Bank, 1544.
*Imperial Trusts Co. of Canada, Toronto Club v., 460.
Imrie v. Wilson, 895, 929, 1145, 1378.
*Irish, Chandler & Massey Limited v., 61, 383
Irish v. Smith, 711.
Irwin, *Re*, 936.
Irwin v. Stephens, 805.

J.

*J. H., *Re*, 283.
Jacob v. Toronto R.W. Co., 1255.
James v. City of Toronto, 1007.
James Morrison Brass Manufacturing Co., United Injector Co. v., 1195.
Jamieson, Canadian Contracting and Development Co. v., 449.
Jamieson Meat Co. v. Stephenson, 1196.
*Jardine, Perryman v., 1172.
*Jardine, Pukulski v., 1172.
*Jarrett v. Campbell, 872, 905.
Jeffrey Manufacturing Co., Dominion Belting Co. v., 771.
Jenckes Machine Co., Wallberg v., 1509.
Jennison v. Copeland, 795.
Jessamine, Rex v., 753.
Jewer v. Thompson, 1122, 1450.
Johnson, *Re*, 1571.
Johnson's Case, 1148.
Johnson, Morgan v., 297, 1526.
*Johnston and Township of Tilbury East, *Re*, 405.
Johnston, Gundy v., 1601.
Johnston v. Occidental Syndicate Limited, 60, 403, 1384.
Johnston, Yackman v., 624.
Jones, *Re*, 672.
Jones and Cumming, *Re*, 672.
*Jones, *Re* Constantineau and, 1030.
Jones v. Canadian Pacific R.W. Co., 1404.
Jones, Pullan v., 361.
*Jones v. Toronto and York Radial R.W. Co., 269.
Jundt, Thamer v., 1307.

K.

K., *Re*, 883.
*Kaiserhof Hotel Co. v. Zuber, 339.
Karch v. Karch, 1032, 1446.
Kaufman, Duryea v., 651.
Kearns v. Kearns, 1151.
*Keeling and Township of Brant, *Re*, 324.
Keenan Hardware Co. v. Foster, 1451.
Keewatin Co. and Town of Kenora, *Re*, 473.
Kelly v. Macklem, 873.
Kennedy, Foxwell v., 1225.
*Kennedy v. Kennedy, 924.

*Kennedy v. Spence, 76.
Kenny, *Re*, 317.
Kenora, Town of, *Re* Hudson's Bay Co. and, 473.
Kenora, Town of, *Re* Keewatin Co. and, 473.
*Kerley v. London and Lake Erie Transportation Co., 1498.
Kerner, Wilson v., 769.
Ketchum & Co. Limited, Gallagher v., 573, 843.
Kilgour Manufacturing Co., McClemont v., 446, 999, 1351.
*King v. Northern Navigation Co., 172, 1538.
King Milling Co. v. Northern Islands Pulpwood Co., 774.
Kinsman v. Kinsman, 966.
Kippen v. Baldwin, 121.
*Kline Brothers & Co. v. Dominion Fire Insurance Co., 698.
Knowles, Harrison v., 688, 892.
*Knox, Holman v., 151, 745.
Kramer Irwin Co., Bank of Hamilton v., 73, 603.
Krueger, *Re*, 1285.
Kuntz Brewery Co. v. Grant, 237.
*Kuula v. Moose Mountain Limited, 1085, 1203.

L.

Labad, Malouf v., 796, 1235.
L'Abbé, Magnussen v., 301, 864.
Labonté v. North American Life Assurance Co., 595.
Lafex v. Lafex, 496.
Lake Erie Excursion Co. v. Township of Bertie, 1191.
Lamoureaux v. Simpson, 212, 569.
Lapointe, Rex v., 1469.
Laughlin, Sterling Bank of Canada v., 643.
Laurie, Polson Iron Works Limited v., 213.
Lawless, Rex v., 669.
Lawrence's Case, 140.
Leadlay v. Leadlay, 1218.
Leakim v. Leakim, 994.
Lebœuf, *Re* Coutts and, 1352.
Leckie v. Marshall, 86, 1527.
Lee v. Chipman, 1043.
Lefebvre v. Trethewey Silver Cobalt Mine Limited, 1535.
Lepard, Dulmage v., 986.
*Leslie v. Hill, 303.
*Leslie v. Pere Marquette R.W. Co., 477.
Le Sueur, Lindsey v., 486.
Leushner, McMurtry v., 1176.
Leys, *Re*, 464.

Liesmer and Philp, *Re*, 878.
Linden, Guest v., 750.
Lindsey v. Le Sueur, 486.
Linkert, Veitch v., 874.
*Livingston v. Livingston, 1066.
Lloyd v. Stronach, 1349.
*Loftus, Clark v., 1027.
*London and Lake Erie Transportation Co., Kerley v., 1498.
London, City of, Parsons v., 48, 55, 321, 604.
London, City of, v. Town of Newmarket, 565.
*London Guarantee and Accident Co., Youlden v., 832.
London Street R.W. Co., Cooper v., 1277.
London, Township of, O'Neil v., 345.
Lord, Foisy v., 373.
Lougheed, Skill v., 647.
Lovell-McConnell Co., Canadian Knowles Co. v., 690.
Luck, Ramsay v., 1053.
Lumgair, Rex v., 309.
Lum Yet v. Hugill, 521.
Lyon v. Borland, 204.
Lyon v. Gilchrist, 1086.

M.

*McAllister, *Re*, 184.
*McAllister v. McMillan, 192.
*McBride, Ward v., 99.
McCabe v. McCullough, 836.
Maccabees, Knights of the, Bissett v., 1280.
*McCallum, *Re* Dinnick and, 1061, 1463.
McClary Manufacturing Co., Corea v., 1071.
McClemont v. Kilgour Manufacturing Co., 446, 999, 1351.
McConnell v. Vanderhoof, 800, 849.
*McCormick v. Fraser, 1420.
McCreary v. Brennan, *Re*, 1052.
McCullough, McCabe v., 836.
McCutcheon v. Penman, 1154.
Macdonald and Macdonald, *Re*, 1.
Macdonald v. Sovereign Bank of Canada, 849, 1006.
Macdonald, Stavert v., 265, 348.
MacDonald Manufacturing Co., Fee v., 1378.
McDougall v. Galbraith, 1655.
McDougall v. Occidental Syndicate Limited, 60, 1384.
McEachen v. Grand Trunk R.W. Co., 628.
McFarlane v. Collier, 1510.

McGarrity v. Thompson, 286.
*McGill Chair Co., *Re*, 1074, 1326.
McGrath, Brothers v., 806.
McGrath v. Pearce Co., 1321.
McGuigan, Hawkins v., 1064.
*McGuire, De Struve v., 251, 685.
*McGuire, Ottawa Wine Vaults Co. v., 143.
McIntosh v. Grimshaw, 848.
*Mack and Board of Audit of the United Counties of Stormont Dundas and Glengarry, *Re*, 282.
McKay, *Re*, 1555.
McKenzie v. Elliott, 1083.
McKinley, Colonial Investment and Loan Co. v., 949.
McKinley v. Graham, 256, 645.
McKinnon, *Re*, 890.
Macklem, Kelly v., 873.
McLaren, *Re*, 84.
McLaren v. Tew, 1376.
McLean v. Downey, 1592.
*McLellan v. McLellan, 388.
MacMahon v. Railway Passengers Assurance Co., 1238.
*MacMahon v. Railway Passengers Assurance Co (No. 2), 1239, 1301, 1514.
*McManus v. Rothschild, 291.
*McMillan, McAllister v., 192.
McMillan v. Pearce Co., 1321.
*McMillan, Stavert v., 6, 165, 267, 337.
*McMulkin v. Traders Bank of Canada, 787.
McMurtry v. Leushner, 1176.
*McNair v. Collins, 1639.
McNaught, Clarkson v., 808.
McNaught, C. B., Clarkson v., 638, 670, 741.
McNaught and McNaught, Clarkson v., 638, 670, 741.
McNaught and Shaw, Clarkson v., 638, 670, 741.
McNaughton v. Mulloy, 970, 1061.
McNeill, *Re*, 160.
McPherson v. Temiskaming Lumber Co., 36.
McPherson, Thomson v., 791.
McPhie v. Tremblay, 605.
McRae, Meikle v., 206.
Madill v. Grand Trunk R.W. Co., 1333.
Magnussen v. L'Abbé, 301, 864.
Mahon, Binder v., 318, 848.
*Mail Printing Co., Benner v., 56.
Major v. Turner, 369.

*Maloughney v. Crowe, 1488.
Malouf v. Labad, 796, 1235.
Manley v. Young, 400.
Mann, Dubé v., 1580.
Mann v. Fitzgerald, 488, 1529.
Mannheimer v. Forman, 523.
Maple City Oil and Gas Co. v. Charlton, 1629.
Marcinko, Rex v., 1626.
Marine Construction Co., Rice v., 1080.
*Marshall v. Gowans, 69.
Marshall, Leckie v., 86, 1527.
Martin, Charlebois v., 1155.
Martin, Cheff v., 475.
Martin v. Clarke, 569.
Martin v. Grand Trunk R. W. Co., 350.
Martin v. Munns, 1055.
*Matthew Guy Carriage and Automobile Co., *Re*, 902, 1233, 1326.
Matzo, Northern Crown Bank v., 373.
Maxwell, Thomson v., 995.
*Maybury v. O'Brien, 393, 1546.
Maynard, Fuller v., 1082, 1602.
Meaford Elevator Co. v. Playfair, 525.
Medland v. Naylor, 1005.
Meikle v. McRae, 206.
*Melancthon Board of Health, Rich v., 826.
Melynk v. Canadian Northern Coal and Ore Dock Co., 371.
Mercantile Trust Co. v. Canada Steel Co., 980, 1243, 1467.
*Mercer, *Re*, 1292.
*Merchants Bank v. Thompson, 1014.
*Merritt v. City of Toronto, 1550.
Metropolitan Life Insurance Co., Coyne v., 648.
Meyer v. Clarke, 893.
Michigan Central R.R. Co., Cunningham v., 1395.
Michigan Central R.R. Co., Dell v., 123.
*Middlesex, County of, Bateman v., 307, 1541.
Miller, Becher v., 357.
Miller Franklin and Stevenson v. Winn, 496.
Milligan Settled Estates, *Re*, 895.
Mills, *Re*, 1036.
Mills v. Freel, 1240.
*Milne and Township of Thorold, *Re*, 536.
Minnesota and Ontario Power Co. v. Rat Portage Lumber Co., 502.
Mitchell, Foster v., 425, 1509.
Mitchell v. Heintzman, 892.

Molsons Bank v. Howard, 661.
Montreuil v. Walker, 166.
Mooney, Crinkley v., 105.
Moore Filter Co. v. O'Brien, 1084.
*Moore Mountain Limited, Kuula v., 1085, 1203.
Moran v. Burroughs, 1214.
Morgan v. Gordon, 971.
Morgan v . Johnson, 297, 1526.
Morgan v. Morgan, 1220.
*Morris, Dominion Flour Mills Co. v., 729.
*Morton, Rex ex rel., v. Roberts, 1089.
*Morton, Rex ex rel., v. Rymal, 1089.
Mosier v. Rigney, 1564.
*Mountain, *Re*, 1011.
Mulligan, Appleyard v., 943.
Mulloy, McNaughton v., 970, 1061.
Munn v. Vigeon, 811, 1532.
Munns, Martin v., 1055.
*Munro's Case, 1074, 1326.
*Munroe, Rex v., 353, 377.
Murphy, Fisher v., 150.
Murray, Rex v., 734.
Murray-Kay Limited, Rutherford v., 29.
Mutual Life Assurance Co., Strano v., 1372.
Myles and Grand Trunk R.W. Co. *Re*, 259.
Myles v. Grand Trunk R.W. Co., 176.

N.

Nadeau v. City of Cobalt Mining Co., 1126, 1379.
Nassar v. Equity Fire Insurance Co., 551.
*National Drug and Chemical Co., Rogers v., 33.
National Electrotype Co., Wilson v., 28.
National Matzo and Biscuit Co., Northern Crown Bank v., 517.
National Trust Co. v. Brantford Street R.W. Co., 1615.
*National Trust Co. v. Trusts and Guarantee Co., 104, 254, 1093.
Naylor, Medland v., 1005.
Neill, Patterson v., 516.
*Nelles v. Hesseltine, 65, 862, 1381.
Nelson, Wilbur v., 236.
Neville v. Eaton, 215.
Newmarket, Town of, City of London v., 565.
Newton, *Re*, 948.
Ney v. Ney, 896, 927.
*Noble v. Noble, 146, 519.

Norfolk v. Roberts, 111, 294.
Norrington, Warner v., 804.
North American Life Assurance Co., Labonté v., 595.
*North Toronto, Town of, Toronto and Niagara River Co. v., 77, 164, 609.
Northern Crown Bank v. Matzo, 373.
Northern Crown Bank v. National Matzo and Biscuit Co., 517.
*Northern Crown Bank, Townsend v., 1105.
Northern Islands Pulpwood Co., King Milling Co. v., 774.
*Northern Navigation Co., King v., 172, 1538.
Northern Sulphite Mills Limited v. Craig, 214, 1388.
Notre Dame, Sisters of the Congregation of, and City of Ottawa, *Re*, 693.
Nova Scotia Silver Cobalt Mining Co., Demers v., 1206.
Nunn, Hoover v., 1223.

O.

O'Beirne, Duval v., 513.
*O'Brien, Maybury v., 393, 1546.
Occidental Syndicate Limited, Johnston v., 60, 403, 1384.
Occidental Syndicate Limited, McDougall v., 60, 403, 1384.
O'Connor, Rex v., 840.
O'Donnell v. Township of Widdifield, 597.
O'Hearn v. Richardson, 945, 1450.
O'Hearn, Tew v., 1116.
Oliver, Township of, Yelland v., 370.
Olmstead, Wright v., 434.
O'Neil v. Township of London, 345.
Ontario Accident Insurance Co., *Re*, 140.
Ontario and Minnesota Power Co. v. Rat Portage Lumber Co., 1078, 1182, 1284.
Ontario and Minnesota Power Co., Rainy River Navigation Co. v., 1314.
Ontario Asphalt Block Co. v. Cook, 1289.
Ontario Jockey Club and Fraser, Trubel v., 1453.
*Ontario Seed Co., Stecher Lithographic Co. v., 34, 409.
Ontario Sewer Pipe Co., Gallagher v., 742, 1240.
Ontario and Western Co-operative Fruit Co. v. Grand Trunk R.W. Co., 589.
Ontario and Western Co-operative Fruit Co. v. Hamilton, Grimsby and Beamsville R.W. Co. and Canadian Pacific R.W. Co., 589.
Orde, Brown v., 1230, 1312.
*Orford, Township of, v. Township of Aldborough, 1517.

Orr Brothers Limited, Canadian Gas Power and Launches Limited v., 1362.
Ottawa, City of, *Re* Sisters of the Congregation of Notre Dame and, 693.
Ottawa Police Benefit Fund Association, De la Ronde v., 1188, 1282.
*Ottawa Wine Vaults Co. v. McGuire, 143.

P.

Palangio, Rex v., 1440.
Parmer, Danbrook v., 1430.
*Parsons v. City of London, 48, 55, 321, 604.
Partridge, Bank of Montreal v., 149.
Patterson, Brodie v., 685.
*Patterson v. Dart, 127.
Patterson v. Neill, 516.
Patterson, *Re* Smith and, 1324.
*Pattison v. Canadian Pacific R.W. Co., 45, 1245.
Pattison v. Elliott, *Re*, 1327.
*Pauli, Huegli v., 915, 1010.
Peacock v. Crane, 1184.
Pearce Co., Bonter v., 1321.
Pearce Co., M. Cain et al. v., 1321.
Pearce Co., T. Cain v., 1321.
Pearce Co., McGrath v., 1321.
Pearce Co., McMillan v., 1321.
*Pears v. Stormont, 56, 374.
*Pearson v. Adams, 1205, 1660.
Peel v. Peel, 1127.
Pelof, Taylor v., 571.
Pember, Rex v., 957, 1216.
Penman, McCutcheon v., 1154.
People's R.W. Co., Warfield v., 522.
*Pere Marquette R.W. Co., Leslie v., 477.
*Perryman v. Jardine, 1172.
Perth, Town of, Canadian Electric and Water Power Co. v., 1449.
Peters, Sinclair v., 1045.
Peters Coal Co., Davidson v., 1160.
Pfister, Rex v., 440, 523.
Phillips v. Conger Lumber Co., 1436.
Philp, Boland v., 1562.
Philp, *Re* Liesmer and, 878.
Pigeon River Lumber Co., British North American Mining Co. v., 701.

Pigeon River Lumber Co., Tremblay v., 894.
Pipe, Pratt v., 214.
Piper, *Re*, 912, 1243, 1377.
Pitze v. Cook, 401.
Plaunt v. Gillies Brothers Limited, 921.
Playfair, Meaford Elevator Co. v., 525.
*Playfair, Thomson v., 506, 1539.
Plocks v. Canadian Northern Coal and Ore Docks Co., 381.
Plummer v. Davies, 466.
Polson Iron Works Limited, *Re*, 1269.
Polson Iron Works Limited v. Laurie, 213.
Pommerville, Huckell v., 845.
Port Hope Brewing and Malting Co., *Re*, 1148.
Poulin v. Eberle, 198.
*Powell-Rees Limited v. Anglo-Canadian Mortgage Corporation, 844, 1375, 1444.
*Powers, Bigelow v., 186.
Pratt, Cartwright v., 1279.
Pratt v. Pipe, 214.
Pringle, *Re*, 231.
Pringle v. City of Stratford, 1293.
Pringle, Home Building and Savings Association v., 1595.
*Pukulski v. Jardine, 1172.
Pullan v. Jones, 361.
Pyne v. Pyne, 162.

Q.

Quebec Bank v. Craig, 1635.
Quebec Bank, Imperial Paper Mills of Canada Limited v., 1544.
*Quigley and Townships of Bastard and Burgess, *Re*, 170.
Quimby, *Re*, 97.
Quinn, Hessey v., 442.

R.

Railway Passengers Assurance Co., Evans v., 881.
Railway Passengers Assurance Co., MacMahon v., 1238.
*Railway Passengers Assurance Co., MacMahon v. (No. 2), 1239, 1301, 1514.
Rainy River Navigation Co. v. Ontario and Minnesota Power Co., 1314.
*Rally, *Re*, 273.
Ramsay v. Graham, 972.
Ramsay v. Luck, 1053.

Rat Portage Lumber Co., Minnesota and Ontario Power Co. v., 502.
Rat Portage Lumber Co., Ontario and Minnesota Power Co. v., 1078, 1182, 1284.
Rawlings v. Tomiko Mills Limited, 1335.
*Reid, Connors v., 209.
*Renaud v. Thibert, 1649.
Restall v. Allen, 63.
Reuber, *Re*, 102.
Rex v. Austin, 225.
*Rex, Bethune v., 941.
Rex v. Bradley, 58.
*Rex v. Britnell, 977.
Rex v. Chilman, 777.
*Rex v. Cohen, 1409.
Rex v. Demetrio, 313, 602.
Rex v. Hamlink, *Re*, 1256.
Rex v. Harran, 1107, 1450.
*Rex v. Honan, 1412.
Rex v. Jessamine, 753.
Rex v. Lapointe, 1469.
Rex v. Lawless, 669.
Rex v. Lumgair, 309.
Rex v. Marcinko, 1626.
*Rex v. Munroe, 353, 377.
Rex v. Murray, 734.
Rex v. O'Connor, 840.
Rex v. Palangio, 1440.
Rex v. Pember, 957, 1216.
Rex v. Pfister, 440, 523.
Rex v. Riddell, 1628.
Rex v. Rossi, 121.
Rex v. Scott, 1167.
*Rex v. Sovereen, 779.
Rex v. Tansley, 411.
*Rex v. Wood, 227.
Rex v. Wright, 851.
Rex v. Youngs, 411.
Rex ex rel. Froehlich v. Woeller, 838.
*Rex ex rel. Morton v. Roberts, 1089.
*Rex ex rel. Morton v. Rymal, 1089.
Rex ex rel. Warner v. Skelton, 175.
Reynolds v. Foster, 983.
Reynolds, Robinson v., 1262.
Rhora, Eyers v., 1130.

*Rice v. Galbraith, 815.
Rice v. Marine Construction Co., 1080.
Rice, Rudd Paper Box Co. v., 534.
*Rich v. Melancthon Board of Health, 826.
Richards v. Carnegie, 686.
Richards v. Collins, 1479.
*Richards, Hunter v., 1432.
Richardson, *Re*, 1473.
Richardson, O'Hearn v., 945, 1450.
Rickart v. Britton Manufacturing Co., 1008, 1272, 1512.
Rickert v. Britton, 1008, 1272, 1512.
Rickley v. Stratton, 1341.
Riddell, *Re*, 1232.
Riddell, *Re* Ancient Order of United Workmen and, 891.
Riddell, Rex v., 1628.
Rigney, Mosier v., 1564.
*Rispin, *Re*, 706.
Roberts, Norfolk v., 111, 294.
*Roberts, Rex ex rel. Morton v., 1089.
*Robertson and Defoe, *Re*, 431.
*Robertson, Fraser v., 1420.
*Robinson v. Grand Trunk R.W. Co., 1345, 1451.
Robinson v. Reynolds, 1262.
Roblin, Fletcher v., 155.
Robson Leather Co., Schrader Mitchell & Weir v., 962.
*Rochford v. Brown, 343.
Rodgers v. Fisher, 106.
*Rogers v. National Drug and Chemical Co., 33.
Rogers v. Wood, 1241.
Rolph & Clark's Case, 140.
Ross, Fox v., 1347.
Rossi, Rex v., 121.
*Rothschild, McManus v., 291.
Royal Canadian Yacht Club, Smith v., 19.
Rubeck, Simpson v., 577.
*Rudd v. Cameron, 1003.
Rudd Paper Box Co. v. Rice, 534.
Russell, Dempster v., 719.
*Russell, Singer v., 588.
Rutherford v. Murray-Kay Limited, 29.
Ryan, Holden v., 1585.
Ryan, Toal v., 1267.
*Rymal, Rex ex rel. Morton v., 1089.

S.

S——, *Re*, 1573.
St. Thomas Board of Education, Shaw v., 32.
*Sanderson and Saville, *Re*, 1560.
Sanderson, Ward v., 802.
Sandwich Land Improvement Co. v. Windsor Board of Education, 1150.
Sandwich Windsor and Amherstburg R.W. Co. and City of Windsor, *Re*, 575.
Sandwich Windsor and Amherstburg R.W. Co., Barber v., 809.
Sandwich Windsor and Amherstburg R.W. Co., Goodchild v., 1252.
Sarnia Gas and Electric Light Co. v. Town of Sarnia, 1455.
Sarnia, Town of, and Sarnia Gas and Electric Light Co., *Re*, 117.
*Saville, *Re* Sanderson and, 1560.
Sawdon, *Re*, 136.
Scarlett v. Canadian Pacific R.W. Co., 1006.
Schrader Mitchell & Weir v. Robson Leather Co., 962.
*Scott v. Allen, 1484.
Scott v. Britton, 568.
Scott, Rex v., 1167.
Securities Development Corporation of New York v. Brethour, 250.
Security Life Insurance Co. of Canada, Brown v., 85.
Shapter v. Grand Trunk R.W. Co., 1334.
*Sharpe v. White, 451.
Shattuck, *Re*, 593.
Shaw, Clarkson v., 638, 670, 741.
Shaw v. St. Thomas Board of Education, 32.
*Sheahen v. Toronto R.W. Co., 455.
Shepard v. Shepard, 469.
Sherwood, *Re*, 295.
Shurr, Welland County Lime Works Co. v., 398, 775.
*Sibbitt v. Carson, 1491.
Simpson and Village of Caledonia, *Re*, 503.
Simpson, Lamoureaux v., 212, 569.
Simpson v. Rubeck, 577.
Simpson v. Tallman Brass and Metal Co., 398.
Sinclair, Easton v., 1103.
Sinclair v. Peters, 1045.
*Singer v. Russell, 588.
*Siven v. Temiskaming Mining Co., 695.
Skelton, Rex ex rel. Warner v., 175.
Skill v. Lougheed, 647.

Slingsby v. Toronto R.W. Co., 1161.
Smith and Patterson, *Re*, 1324.
Smith v. Excelsior Life Insurance Co., 261, 1521.
Smith v. Grand Trunk R.W. Co., 379, 659.
Smith v. Hamilton Bridge Works Co., 177, 1524.
Smith v. Hopper, 1039.
Smith, Irish v., 711.
Smith v. Royal Canadian Yacht Club, 19.
Snetsinger, *Re*, 1569.
Solicitor, *Re*, 30.
Solicitor, *Re*, 647.
Solicitor, *Re*, 1132.
Solicitor, *Re*, 1274.
Solicitors, *Re*, 194.
*Southwold, Township of, Howse v., 1295, 1592.
*Sovereen, Rex v., 779.
Sovereign Bank of Canada, Campbell v., 334, 1283, 1285.
Sovereign Bank of Canada v. Clarkson, 167.
Sovereign Bank of Canada, Macdonald v., 849, 1006.
*Spence, Kennedy v., 76.
*Sproat, Zimmerman v., 1361.
Stavert v. Barton, 265, 348.
*Stavert v. Campbell, 591, 641, 716.
Stavert v. Macdonald, 265, 348.
*Stavert v. McMillan, 6, 165, 267, 337.
*Stecher Lithographic Co. v. Ontario Seed Co., 34, 409.
Steelton, Town of, and Canadian Pacific R.W. Co., *Re*, 1199.
Stephens, Irwin v., 805.
Stephenson, Jamieson Meat Co. v., 1196.
Sterling Bank of Canada v. Laughlin, 643.
Stevens v. Canadian Pacific R.W. Co., 221.
Stewart Co., Binkley v., 1427.
Stewart (A. C.) & Co., Walberg v., 402.
Stewart v. Great West Land Co., 1141.
Stocks v. Boulter, 277, 1397.
Stokes v. Griffin Curled Hair Co., 1414.
*Stone v. Canadian Pacific R.W. Co., 973.
Stone Limited v. Atkinson Brothers, 572.
Stoness v. Anglo-American Insurance Co., 494, 886.
*Stormont, Pears v., 56, 374.
*Stormont Dundas and Glengarry, Board of Audit of the United Counties of, *Re* Mack and, 282.
Strano v. Mutual Life Assurance Co., 1372.
Stratford, City of, Casson v., 443.
Stratford, City of, Pringle v., 1293.

Stratton, Rickley v., 1341.
Stronach, Lloyd v., 1349.
Strong v. Crown Fire Insurance Co., 481, 1377, 1534.
Sturgeon Falls, Town of, v. Imperial Land Co., 49, 216, 265.
*Sturmer and Town of Beaverton, *Re*, 333, 613, 715.
Sundy v. Dominion Natural Gas Co., 1575.
Sutherland, Hay v., 584.
Sutherland v. Sutherland, 1368.
Swaisland v. Grand Trunk R.W. Co., 960, 1083.
*Swale v. Canadian Pacific R.W. Co., 601, 633, 664.
Swayzie, *Re*, 621.
Sykes, Hitchcock v., 31, 1118.

T.

Tait, Williams v., 307.
Tallman Brass and Metal Co., Simpsa v., 398.
Tanner v. Tanner, 1157.
Tansley, Rex v., 411.
Taylor v. Pelof, 571.
Taylor v. Toronto Construction Co., 930.
Teagle & Son v. Toronto Board of Education, 1332.
Tebb v. Baird, 952.
Tebb v. Hobberlin Bros. & Co., 952.
Temiskaming Lumber Co., McPherson v., 36.
*Temiskaming Mining Co., Siven v., 695.
Tew, McLaren v., 1376.
Tew v. O'Hearn, 1116.
Thamer v. Jundt, 1307.
Thessalon Lumber Co., M. Hilty Lumber Co. v., 1593.
*Thibert, Renaud v., 1649.
Thomas's Case, 902.
Thompson v. Grand Trunk R.W. Co., 1392.
Thompson, Jewer v., 1122, 1450.
Thompson, McGarrity v., 286.
*Thompson, Merchants Bank v., 1014.
Thomson v. McPherson, 791.
Thomson v. Maxwell, 995.
*Thomson v. Playfair, 506, 1539.
Thornton, *Re*, 1371.
*Thorold, Township of, *Re* Milne and, 536.
Tilbury East, Township of, *Re* Johnston and, 405.
Toal v. Ryan, 1267.
Tomiko Mills Limited, Rawlings v., 1335.

*Toronto and Niagara Power Co. v. Town of North Toronto, 77, 164, 609.
Toronto and York Radial R.W. Co., Carruthers v., 14.
*Toronto and York Radial R.W. Co., Jones v., 269.
Toronto Belt Line R.W. Co., Carry v., 751.
Toronto Board of Education, Teagle & Son v., 1332.
Toronto, City of, and Toronto and York Radial R.W. Co., *Re*, 342.
*Toronto, City of, and Toronto R.W. Co., *Re*, 1021.
Toronto, City of, Brown v., 84.
Toronto, City of, Day v., 1083.
Toronto, City of, v. Foss, 1426.
Toronto, City of, James v., 1007.
*Toronto, City of, Merritt v., 1550.
Toronto, City of, Verner v., 586.
Toronto, City of, v. Wheeler, 1424.
Toronto, City of, v. Williams, 1643.
*Toronto Club v. Dominion Bank, 460.
*Toronto Club v. Imperial Bank of Canada, 460.
*Toronto Club v. Imperial Trusts Co. of Canada, 460.
Toronto Construction Co., Taylor v., 930.
Toronto Junction, Town of, Brown v., 1158, 1228, 1286.
*Toronto R.W. Co., *Re* City of Toronto and, 1021.
*Toronto R.W. Co., *Re* City of West Toronto and, 181.
Toronto R.W. Co., Dart v., 1202.
Toronto R.W. Co., D'Eye v., 38.
Toronto R.W. Co., Ewing v., 246.
*Toronto R.W. Co., Fleming v., 457.
Toronto R.W. Co., Jacob v., 1255.
*Toronto R.W. Co., Sheahen v., 455.
Toronto R.W. Co., Slingsby v., 1161.
Toronto R.W. Co., Williams v., 39.
Townsend, Beath v., 453.
Townsend, Black v., 541.
*Townsend v. Northern Crown Bank, 1105.
Traders Bank of Canada v. Bingham, 772.
*Traders Bank of Canada, McMulkin v., 787.
*Travis v. Coates, 1651.
Tremblay, McPhie v., 605.
Tremblay v. Pigeon River Lumber Co., 894.
Trenhaile, *Re*, 355.
Trethewey Silver Cobalt Mine Limited, Lefebvre v., 1535.
*Tripp, Hooey v., 738.
Trubel v. Ontario Jockey Club and Fraser, 1453.
*Trusts and Guarantee Co., National Trust Co. v., 104, 254, 1093.

Trusts and Guarantee Co., Wiley v., 997, 1494.
Turk, Allen v., 364.
Turner, *Re*, 1438.
Turner, Major v., 369.

U.

*Underwood v. Cox, 765, 1112.
Union Bank v. Crate, 1018.
Union Bank of Canada v. Aylmer, 771, 773.
United Fuel Supply Co. v. Volcanic Oil and Gas Co., 93.
United Gas Companies v. Forks Road Gas Co., 1079.
United Injector Co. v. James Morrison Brass Manufacturing Co., 1195.

V.

Vanderhoof, McConnell v., 800, 849.
Vanhorn v. Verral, 337, 439, 1567.
Veitch v. Linkert, 874.
Verner v. City of Toronto, 586.
*Verral v. Dominion Automobile Co., 108.
Verral, Vanhorn v., 337, 439, 1567.
Victoria Printing Co., Abrey v., 868.
Vigeon, Munn v., 811, 1532.
Vineberg, Hamilton v., 605, 1337.
Volcanic Oil and Gas Co. v. Chaplin, 1597.
Volcanic Oil and Gas Co., United Fuel Supply Co. v., 93.

W.

W., D. v., 993.
Wade, Chapman v., 388.
*Wadsworth v. Canadian Railway Accident Insurance Co., 828.
Walberg v. A. C. Stewart & Co., 402.
Walker, Montreuil v., 166.
*Wallace v. Employers' Liability Assurance Corporation, 232, 778, 1179.
Wallberg, Denneen v., 1511.
Wallberg v. Jenckes Machine Co., 1509.
Walters v. Wylie, 177, 567.
*Ward v. McBride, 99.
Ward v. Dickenson, 1153.
Ward v. Sanderson, 802.
Warden, Dilts v., 1319.
Warfield v. Bugg, 522.

Warfield v. People's R.W. Co., 522.
Warner v. Norrington, 804.
Warner, Rex ex rel., v. Skelton, 175.
Watson and Order of Canadian Home Circles, *Re*, 1605.
Webb v. Black, 1153.
Weber v. Bowman, 686.
Weir, Brown v., 385.
Welland County Lime Works Co. v. Augustine, 1329.
Welland County Lime Works Co. v. Shurr, 398, 775.
*Wentworth, County of, v. Township of West Flamborough, 1024.
Werner, Gottesman v., 1042.
Wesenberg, Bell Engine and Threshing Co. v., 1169.
*West Flamborough, Township of, County of Wentworth v., 1024.
*West Lorne Scrutiny, *Re*, 25, 422, 1163.
*West Nissouri Continuation School, *Re*, 478, 726, 1623.
*West Nissouri, Township of, *Re* Henderson and, 65.
*West Toronto, City of, and Toronto R.W. Co., *Re*, 181.
Wettlaufer, Curry v., 1641.
*Wharton, Cartwright v., 499.
Wheeler, City of Toronto v., 1424.
*White, Sharpe v., 451.
White v. White, 929.
White Pine Lumber Co., Delyea v., 823.
Widdifield, Township of, Baldwin v., 1348.
Widdifield, Township of, O'Donnell v., 597.
Wigle, Clark v., 1583.
*Wigle v. Township of Gosfield South, 708.
Wilbur v. Nelson, 236.
Wiley v. Trusts and Guarantee Co., 997, 1494.
Wilkinson, Bullen v., 229, 859.
Williams, City of Toronto v., 1643.
Williams v. Tait, 307.
Williams v. Toronto R.W. Co., 39.
Wills v. Browne, 580.
Wilson v. Deacon, 163.
Wilson, Imrie v., 895, 929, 1378.
Wilson v. Kerner, 769.
Wilson, Imrie v., 1145, 1378.
Wilson v. National Electrotype Co., 28.
Windsor Board of Education, Sandwich Land Improvement Co. v., 1150.
Windsor, City of, *Re* Sandwich Windsor and Amherstburg R.W. Co. and, 575.
Windsor, City of, Yates v., 1513.
Winn, Miller Franklin and Stevenson v., 496.

*Wishart, *Re* Clarkson and, 1645.
Woeffle, *Re*, 518.
Woeller, Rex ex rel. Froehlich v., 838.
Wolfe and Holland, *Re*, 900.
*Wood v. Grand Valley R.W. Co., 1356.
*Wood, Rex v., 227.
Wood, Rogers v., 1241.
Woods, Fraser v., 1194.
Wright, Dean v., 808.
Wright v. Olmstead, 434.
Wright, Rex v., 851.
Wylie, Walters v., 177, 567.

Y.

Yackman v. Johnston, 624.
Yates v. City of Windsor, 1513.
Yelland v. Township of Oliver, 370.
Yonhocus v. Canada Foundry Co., 44.
*Youlden v. London Guarantee and Accident Co., 832.
Young, Baxter v., 413.
*Young v. Carter, 1486.
Young, Manley v., 400.
*Young v. Town of Gravenhurst, 10.
*Young v. Township of Bruce, 89.
Youngs, Rex v., 411.

Z.

Zimmer Vacuum Machine Co., Batho v., 1009, 1152.
*Zimmerman v. Sproat, 1361.
Zock v. Clayton, 1611.
*Zuber and Hollinger, *Re*, 416.
Zuber, Boehmer v., 134.
*Zuber, Kaiserhof Hotel Co. v., 339.

CASES CITED

A.

PAGE

Aas v. Benham, [1891] 2 Ch. 244, 255 1067
Abbott and Medcalf, Re, 20 O.R. 299 135
Abbott v. Abbott, 3 O.W.N. 683 1510
Abrey v. Victoria Printing Co., 3 O.W.N. 868 968
Accident Insurance Co. v. Crandal, 120 U.S. 527 831
Ackland v. Lutley, 9 A. & E. 879 135
Ackroyd v. Smith, 10 C.B. 164 468
Adam v. Newbigging, 13 App. Cas. 308 ..... 968, 1399
Adams v. McGreevy, 17 Man. L.R. 115 577
Adams v. Robarts, 25 Beav. 658 680
Addis v. Gramophone Co., [1909] A.C. 488, 493 30
Agar Ellis, In re, 24 Ch.D. 317 163
Aikins v. Allan, 14 Man. L.R. 549 589
Aikins v. Blain, 13 Gr. 646 1362
Aikins v. Dominion Live Stock Association of Canada, 17 P.R. 303 57
Airdrie Coatbridge and District Water Trustees v. Flanagan, 43 Sc. L.R. 422 433
Alcoy and Gandia R.W. and Harbour Co. v. Greenhill, [1896] 1 Ch. 19 1338
Alder v. Boyle, 4 C.B. 635 589
Allen, In re, [1903] 1 Ch. 276 98
Allen v. Aldridge, In re Ward, 5 Beav. 401 197
Allen v. Hillman, 29 Mass. (12 Pick.) 101 100
Allen v. Rivington, 2 Saund. 111 201
Allport v. Securities Corporation, 64 L.J.N.S. Ch. 491 748
Almada and Tirito Co., In re, 38 Ch. D. 415 1076
American Street Lamp and Supply Co. v. Ontario Pipe Line Co., 11 O.W.R. 734 1509
Amos v. Chadwick, 4 Ch. D. 869, 9 Ch. D. 459 1205
Amys v. Barton, [1911] W.N. 205 834
Ancient City Sportsmen's Club v. Miller, 7 Lans. (N.Y.) 412 1060
Ancient Order of United Workmen of Quebec v. Turner, 44 S.C.R. 145 1212
Anderson v. Bank of British Columbia, 2 Ch. D. 645, 657 .. 591
Andrews, Re, 2 A.R. 24 1478
Andrews v. Barnes, 39 Ch. D. 133 ..... 614, 748
Angel v. Jay, [1911] 1 K.B. 666 ..... 868, 968

PAGE

Angus and Township of Widdifield, Re, 24 O.L.R. 318.... 598
Angus v. Clifford, [1891] 2 Ch. 449..... 968
Angus v. Dalton, 3 Q.B.D. 85, 4 Q.B.D. 162, 6 App. Cas. 740..... 1434
Anon., [1876] W.N. 12..... 555
Applebee v. Percy, L.R. 9 C.P. 647..... 1127
Appleby v. Armstrong, 27 Vict. L.R. 136..... 354
Appleton French and Scrafton Limited, In re, [1905] 1 Ch.749 .....333, 615
Archbold v. Building and Loan Association, 15 O.R. 237.. 951
Arkwright, Ex p., 3 Mont. Dea. & DeG. 129..... 1362
Armstrong and Moyes, Re, 6 O.W.R. 104..... 420
Armstrong v. Toronto and Richmond Hill Street R.W. Co., 15 P.R. 449..... 848
Arnald v. Arnald, 1 Bro. C.C. 401 (S.C., *sub nom.* Arnold v. Arnold, 2 Dick. 645)..... 667
Arnison v. Smith, 41 Ch. D. 367..... 280
Arnoldi v. Cockburn, 10 O.W.R. 641..... 336
Arthur v. Grand Trunk R.W. Co, 22 A.R. 89..... 711
Asher v. Whitlock, L.R. 1 Q.B. 1..... 201
Ashford v. Choate, 20 C.P. 471..... 101
Askew v. Manning, 38 U.C.R. 345..... 1091
Associated Home Co. v. Whichcord, 8 Ch. D. 457, 38 L.T.R. 602..... 637
Astley v. Earl of Essex, L.R. 18 Eq. 290..... 911
Atkinson, In re, [1904] 2 Ch. 160.....465, 1219
Atkinson v. Casserley, 22 O.L.R. 527..... 1069
Atkinson v. City of Chatham, 26 A.R. 521..... 1296
Atkinson v. Dominion of Canada Guarantee and Accident Co., 16 O.L.R. 619, 632..... 883
Atlantic and North-West R.W. Co. v. Wood, [1895] A.C. 257 260
Attorney-General v. Acton Local Board, 22 Ch. D. 221.... 1435
Attorney-General v. Birmingham, etc., Drainage Board, 17 Ch. D. 685..... 37
Attorney-General v. Chelsea Waterworks Co., Fitzg. 195... 1648
Attorney-General v. Corporation of Birmingham, 4 K. & J. 528..... 493
Attorney-General v. Gaskill, 20 Ch. D. 528..... 1239
Attorney-General v. Hamilton Street R.W. Co., 24 A.R. 170 1499
Attorney-General v. Hamilton Street R.W. Co., [1903] A.C. 524..... 1499
Attorney-General v. Harrison, 12 Gr. 466, 470, 473, 478.... 1434
Attorney-General v. Mutual Tontine Westminster Chambers Association, 1 Ex. D. 469..... 433

PAGE

Attorney-General v. North Metropolitan Tramways Co., [1892] 3 Ch. 70, 74 1445
Attorney-General v. Parnther, 3 Bro. C.C. 441 1223
Attorney-General v. Pontypridd Urban Council, [1905] 2 Ch. 441, 450 1325
Attorney-General v. Read, 2 Mod. 299 1092
Attorney-General v. Skinners' Co., C.P. Coop. (Prac.) 1..333, 614
Attorney-General v. Toronto General Trusts Corporation, 5 O.L.R. 607 1458
Attorney-General for the Duchy of Lancaster v. London and North-Western R.W. Co., [1892] 3 Ch. 274 255
Attorney-General of Nova Scotia v. Gregory, 11 App. Cas. 229 204
Attwood v. Alford, L.R. 2 Eq. 479 680
Atwood v. Atwood, 15 P.R. 425, 16 P.R. 50 .....791, 1221
Atwood v. Crowdie, 1 Stark. 483 1018
Atwood v. Small, 6 Cl. & F. 232, 330, 395, 396 280
Austin v. Manchester Sheffield and Lincolnshire R.W. Co., 10 C.B. 454, 474, 475 511
Australian Newspaper Co. v. Bennett, [1894] A.C. 284 302

B.

Bache v. Billingham, [1894] 1 Q.B. 107 421
Baddeley v. Earl Granville, 19 Q.B.D. 423 1001
Baggs v. City of Toronto, 23 C.L.J. 7 1083
Bagot, In re, Paton v. Ormerod, [1893] 3 Ch. 348 162
Bagot's Settlement, In re, 31 L.J. Ch. N.S. 772 668
Bailey v. Bailey, 14 Atl. R. 917 53
Bailey v. Jellett, 9 A.R. 187 462
Bain v. Mearns, 25 Gr. 450 708
Baird v. Baird, 26 Gr. 367 594
Baker v. Baker, 6 H.L.C. 615 938
Baker v. Casey, 19 Mich. 220 1236
Baker v. Dawbarn, 19 Gr. 113 1265
Baker v. Pierce, 6 Mod. 23 100
Baker v. Selden, 101 U.S. (11 Otto) 99 500
Baker Lees & Co., In re, [1903] 1 K.B. 189 197
Baldwin v. Casella, L.R. 7 Ex. 325 1126
Ball v. Ball, 2 Sim. 35 163
Ball v. Parker, 39 U.C.R. 488 1486
Bank of Commerce v. Hart, 20 L.R.A. 780 285
Bank of Montreal v. McTavish, 13 Gr. 395 285
Bank of Montreal v. Stuart, [1911] A.C. 120 .....5, 1019

PAGE

Bank of Toronto v. Anchor Fire Insurance Co., 18 P.R. 41 1156
Bank of Toronto v. Keystone Fire Insurance Co., 18 P.R. 113 505
Banks v. Goodfellow, L.R. 5 Q.B. 549, at p. 570 1223
Bannerman v. Lawyer, 45 C.L.J. 484 328
Barnardo v. McHugh, [1891] A.C. 388 392
Barnes v. Boomer, 10 Gr. 532 1613
Barnes v. Nunnery Colliery Co., [1912] A.C. 44 ..... 982, 1469
Barnes v. Wood, L.R. 8 Eq. 424 77
Barnett v. Isaacson, 4 Times L.R. 645 ..... 589, 1653
Barraclough v. Cooper, [1908] 2 Ch. 121 n. 1111
Barraclough v. Johnson, 8 A. & E. 99 468
Barrett, Re, 5 A.R. 206 1478
Barrs-Haden's Settled Estates, Re, 32 W.R. 194, 49 L.T.N.S. 661 471
Barry v. Barry, 1 Molloy 210 1211
Barry v. Harding, 1 Jo. & Lat. 475 285
Barthel v. Scotten, 24 S.C.R. 367 1046
Bartram v. Grice, 3 O.W.N. 1296 1314
Bassano v. Bradley, [1896] 1 Q.B. 645 1261
Bater v. Bater, [1906] P. 209 229
Batho v. Zimmer Vacuum Machine Co., 3 O.W.N. 1009, 1152 1195
Batson v. Donovan, 4 B. & Ald. 21, 30 511
Battle v. Willox, 40 S.C.R. 198 1583
Batty v. Hill, 1 H. & M. 264, 270 731
Baumann v. James, L.R. 3 Ch. 508 ..... 396, 564
Baxter v. Jones, 6 O.L.R. 360 1428
Baxter v. London County Council, 63 L.T.R. 767, 771 828
Baxter v. Young, 3 O.W.N. 413 415
Bayley v. Fitzmaurice, 8 E. & B. 664 986
Baynham v. Guy's Hospital, 3 Ves. 294 ..... 758, 770
Beal v. Michigan Central R.R. Co., 19 O.L.R. 502 ..... 204, 307, 572
Beal v. South Devon R.W. Co., 5 H. & N. 875, 881, 3 H. & C. 337, 341, 342 512
Beale, Re, Ex p. Durrant, 5 Mor. 37 588
Beaufort, Duke of, v. Neeld, 12 Cl. & F. 291 300
Beavan v. McDonnell, 9 Ex. 309 22
Beck's Case, L.R. 9 Ch. 392 1076
Bedell v. Ryckman, 5 O.L.R. 670 517
Behren v. Bremer, 3 C.L.R. 40, 41 420
Bell, In re, 39 L.T.N.S. 423 1137
Bell v. Inverness Coal and R.W. Co., 42 N.S.R. 265 1002
Bell v. Ross, 26 Vict. L.R. 511 991

PAGE

Bellerby v. Rowland & Marwood's Steamship Co., [1902] 2 Ch. 14 1077
Benecke v. Frost, 1 Q.B.D. 419, 422 636
Bennett's Trusts, In re, 3 K. & J. 280 680
Benor v. Canadian Mail Order Co., 10 O.W.R. 1091 1235
Berkeley v. Harding, 5 B. & C. 355 704
Bernard, Re, 2 O.W.N. 716, 717 388
Bernina, The, 12 P.D. 58, at p. 70 348
Berry v. Berry, 3 Giff. 134 681
Bescoby v. Pack, 1 Sim. & Stu. 500 285
Betts v. Grand Trunk R.W. Co., 12 P.R. 86, 634 45
Bevan v. Attorney-General, 4 Giff. 361, 369 275
Bevan v. Barnett, 13 Times L.R. 310 746
Bewick, In re, Ryle v. Ryle, [1911] 1 Ch. 116 1013
Bibby v. Davis, 1 O.W.R. 189 827
Bicknell v. Grand Trunk R.W. Co., 26 A.R. 431 1346
Bigelow v. Finch, 11 Barb. 498, 17 Barb. 394 1647
Bigsby v. Dickinson, 4 Ch.D. 24 1542
Birch, In re, 15 C.B. 743 ..... 1260, 1261
Birch v. Sherratt, L.R. 2 Ch. 644 938
Bird, In re, [1901] 1 Ch. 916 465
Birmingham, City of, v. Law, [1910] 2 K.B. 965 1066
Birmingham Dudley and District Banking Co. v. Ross, 38 Ch.D. 295 1434
Birmingham and District Land Co. v. London and North Western R.W. Co., 56 L.T.R. 702 ..... 602, 637
Birney v. Toronto Milk Co., 5 O.L.R. 1 1234
Biscoe v. Jackson, 35 Ch.D. 460 357
Bisdee, Ex p., In re Baker, 1 Mont. Dea. & DeG. 333 1362
Bishop v. Bishop, 10 O.W.R. 177 ..... 572, 1562
Bishop v. Bishop, [1901] P. 325 440
Bishop v. Pentland, 7 B. & C. 219, 223 831
Bisnaw v. Shields, 7 O.L.R. 240 302
Bist v. London and South Western R.W.Co., [1907] A. C. 209 ..... 175, 982, 1469
Blachford v. Christian, 1 Knapp 73 22
Blackburn v. McCallum, 33 S.C.R. 65 ..... 132, 133, 476, 891
Blackley v. Rougier, 4 O.W.R. 153 1316
Blackley v. Elite Costume Co., 9 O.L.R. 382 ..... 682, 881
Blair v. Williams, 4 Littell (Ky.) 35, at p. 69 643
Blake v. Albion Life Assurance Co., 35 L.T.R. 269, 45 L.J.C.P. 663, 4 C.P.D. 94 ..... 366, 1454
Blake v. Delaware and Raritan Canal Co., 22 N.J.Eq. 131, 402 1501

PAGE

Blight v. Hartnoll, 23 Ch.D. 218 ..... 162, 913, 914
Boden, In re, Boden v. Boden, [1907] 1 Ch. 132 ..... 532, 938
Bolckow v. Fisher, 10 Q.B.D. 161 590
Bolton and County of Wentworth, Re, 23 O.L.R. 390 480
Bolton Partners v. Lambert, 41 Ch. D. 295 397
Bombay Civil Fund Act, In re, 40 Ch.D. 288 613
Bombay Civil Fund Act, In re, 33 Sol. J. 107 333
Bondy v. Sandwich Windsor and Amherstburg R.W. Co., 2 O.W.N. 1476, 24 O.L.R. 409 175
Bonner v. Bonner, 13 Ves. 379 910
Bonsall v. Byrne, I.R. 1 C.L. 573 293
Booth v. Ammerman, 4 Bradford (N.Y. Surr.) 129 943
Booth v. Ratté, 21 S.C.R. 637, 643 ..... 1084, 1562
Borell v. Dann, 2 Hare 440 221
Bothamley v. Sherson, L.R. 20 Eq. 304 667
Bothwell v. Burnside, Re, 31 O.R. 695 ..... 1258, 1259
Bouch v. Sproule, 12 App. Cas. 385 465
Boultbee v. Burke, 9 O.R. 80 1486
Boulter v. Canadian Casualty and Boiler Insurance Co., 14 O.L.R. 166 831
Boulton v. Jeffrey, 1 E. & A. 111 1613
Bound v. Bell, 9 O.W.R. 541 845
Bouts v. Ellis, 17 Beav. 121, 4 DeG. M. & G. 249 388
Bowes v. City of Toronto, 11 Moo.P.C. 463 ..... 323, 324
Boyd v. Robinson, 20 O.R. 404 1176
Boydell v. Drummond, 11 East 142 564
Boyle v. McCabe, 24 O.L.R. 313 1232
Branton, Re, 20 O.L.R. 642 908
Bready v. Robertson, 14 P.R. 7 688
Brenner v. Toronto R.W. Co., 15 O.L.R. 195 302
Breull, Ex p., 16 Ch.D. 484 ..... 433, 1511, 1662
Brewer v. Conger, 27 A.R. 10 758
Brice v. Edward Lloyd Limited, [1909] 2 K.B. 804 982
Brice v. Munro, 12 A.R. 453 1174
Bridgewater, Countess of, v. Duke of Bolton, 6 Mod. 106 1324
Briggs v. Pensey, 3 Macn. & G. 546 708
Brill v. Toronto R.W. Co., 13 O.W.R. 114 1278
Brisbane v. Martin, [1894] A.C. 249 302
Bristol v. County of Carroll, 95 Ill. 84 1600
Bristol Guardians v. Bristol Waterworks Co., 28 Times L.R. 33, [1911] W.N. 208 433
British Canadian Loan Co. v. Tear, 23 O.R. 664 1176
Brittridge's Case, 4 Co. R. 181b 100
Brock v. Ruttan, 1 C.P. 218 1237

PAGE

Brocklebank, In re, 6 Ch.D. 358 1366
Bronson and Canada Atlantic R.W. Co., Re, 13 P.R. 440 ... 1261
Brookes v. Drysdale, 3 C.P.D. 52, at p. 60 1663
Brow v. Furnival, 23 Rettie 492 825
Brown, In re, [1894] 3 Ch. 416 1128
Brown v. Carpenter, 27 O.R. 512 92
Brown v. City of Toronto, 21 O.L.R. 230 1008
Brown v. Hazel, 2 O.W.R. 783 401
Brown v. Livingstone, 21 U.C.R. 438 583
Brown v. Nelson, 10 P.R. 421 1237
Brown v. Peck, 1 Eden 140 911
Brown v. Toronto General Trusts Corporation, 32 O.R. 319 388
Browne v. Hope, L.R. 14 Eq. 343 161
Brownlee v. Campbell, 5 App. Cas. at p. 950 280
Brunswick, Duke of, v. Harmer, 14 Q.B. 185 1004
Bryant Powis and Bryant Limited v. Banque du Peuple, [1893] A.C. 170 ..... 300, 461
Buccleuch, Duke of, v. Metropolitan Board of Works, L.R. 5 Ex. 221, 234, L.R. 5 H.L. 418, 457 260
Buckinghamshire, Earl of, v. Drury, 2 Eden 60, 71 1366
Budd v. Dixon, 9 O.W.R. 371 636
Burchell v. Gowrie and Blockhouse Collieries Limited, [1910] A.C. 614 ..... 589, 816, 1493
Burford, Corporation of, v. Lenthall, 2 Atk. 551 .... 193, 333, 614
Burgess v. Morton, [1896] A.C. 136 204
Burke v. Lidwell, 1 Jo. & Lat. 703 615
Burkinshaw v. Nicolls, 3 App. Cas. 1004 1076
Burland v. Earle, [1902] A.C. 83, at p. 101 1234
Burnaby v. Equitable Reversionary Interest Society, 28 Ch.D. 416, 424 1365
Burnett v. General Accident Assurance Corporation, 6 O.W. R. 144 845
Burrell, In re, Burrell v. Smith, L.R. 7 Eq. 399, 466 992
Burrell v. Burrell, 1 Ambl. 660 901
Burrow v. Scammell, 19 Ch.D. 175 77
Burrows v. Lang, [1901] 2 Ch. 502, 510 1434
Burson v. German Union Insurance Co., 3 O.W.R. 230, 372, 10 O.L.R. 238 ..... 682, 683
Busk v. Royal Exchange Assurance Co., 2 B. & Ald. 73, 80 .. 831
Bute, Marquis of, v. Thompson, 14 M. & W. 487 1583
Butler v. Fife Coal Co., [1912] A.C. 149 1002
Butterfield v. Forrester, 11 East 60 348
Buxton v. Rust, L.R. 7 Ex. 279 564
Byrne v. Boadle, 2 H. & C. 722 302

C.

PAGE

Caddick v. Skidmore, 2 DeG. & J. 52 306
Cairncross v. Lorimer, 3 Macq. H.L. 827 1633
Calder v. Dobell, L.R. 6 C.P. 486 300
Calder and Hebble Navigation Co. v. Pilling, 14 M. & W. 76. 1503
Callister v. Bischoffsheim, L.R. 5 Q.B. 449 769
Callow v. Callow, 58 L.J. Ch. 698 285
Cameron, Re, 2 O.L.R. 756 ..... 940, 1219
Cameron v. Campbell, 7 A.R. 361 258
Campbell v. Bainbridge, [1911] 2 Scots L.T.R. 373 1206
Campbell v. Campbell, 6 P.R. 128 1035
Campbell v. National Life Assurance Co., 24 C.P. 133, 144. 700
Campbell v. Royal Canadian Bank, 19 Gr. 334 1265
Campeau v. May, 2 O.W.N. 1420 902
Canada Atlantic R.W. Co. v. City of Ottawa, 12 S.C.R. 365. 566
Canada Foundry Co. v. Emmett, not reported 1274
Canadian Camera and Optical Co., In re, 2 O.L.R. 677..1098, 1479
Canadian Casualty and Boiler Insurance Co. v. Boulter, 39 S.C.R. 558 831
Canadian Mining and Investment Co. v. Wheeler, 3 O.L.R. 210 750
Canadian Mutual Loan and Investment Co. v. Nisbet, 31 O.R. 562 285
Canadian Pacific R.W. Co. v. City of Winnipeg, 30 S.C.R. 563 481
Canadian Pacific R.W. Co. v. Fleming, 22 S.C.R. 33, 36 204
Canadian Pacific R.W. Co. v. Rat Portage Lumber Co., 10 O.L.R. 273 ..... 37, 38
Canadian Radiator Co. v. Cuthbertson, 9 O.L.R. 126 ..... 683, 881
Canadian Railway Accident Co. v. Williams, 21 O.L.R. 472, 31 C.L.T. 367 ..... 94, 1648
Canadian Railway Accident Insurance Co. v. Haines, 44 S. C.R. 386 831
Canavan v. Harris, 8 O.W.R. 325 337
Capstick v. Capstick, 33 L.J.N.S. P. & M. 105 929
Carmichael v. Gee, 5 App. Cas. 588 938
Carne v. Long, 2 DeG. F. & J. 75 925
Carpenter v. Canadian Railway Accident Insurance Co., 18 O.L.R. 388 835
Carpenter v. Cobus, Yelv. 73 1647
Carruthers v. Hollis, 8 A. & E. 113 136
Carslake v. Mapledoram, 2 T.R. 473 1261
Carson v. Ury, 39 Fed. Repr. 777 1273

PAGE
Carter v. Foley-O'Brien Co., 3 O.W.N. 888 1086
Cashill v. Wright, 6 E. & B. 891, 899 511
Castle v. Wilkinson, L.R. 5 Ch. 534 77
Caswell v. Toronto R.W. Co., 2 O.W.N. 1405, 24 O.L.R. 339 ..... 439, 628
Cavanagh and Canada Atlantic R.W. Co., In re, 14 O.L.R. 523 ..... 176, 260
Cave v. Hastings, 7 Q.B.D. 125 ..... 397, 564
Cellular Clothing Co. v. Maxton & Murray, [1899] A.C. 326 730
Chadburn v. Moore, 61 L.J. Ch. 674 396
Chaddock v. British South Africa Co., [1896] 2 Q.B. 153 ... 1445
Chambers v. Smith, 12 M. & W. 2 1298
Champion, In re, Dudley v. Champion, [1893] 1 Ch. 101,111. 531
Chandler v. Gibson, 2 O.L.R. 442 ..... 166, 803
Chaplin v. Hicks, [1911] 2 K.B. 786 1359
Chapman v. Hoskins, 2 Md. Ch. 485 1599
Cheesborough, Re, 30 O.R. 639 139
Chesterfield (Earl of) Trust, In re, 24 Ch. D. 643 1220
Chinnock v. Marchioness of Ely, 4 DeG. J. & S. 638, 645... 397
Chisholm v. Barnard, 10 Gr. 481 1050
Chisholm v. Chisholm, 40 S.C.R. 115 ..... 935, 1553
Christie and Toronto Junction, In re, 22 A.R. 21 261
Christie and Town of Toronto Junction, Re, 24 O.R. 443.. 924
Christie v. Christie, L.R. 8 Ch. 499 163
Christopherson v. Naylor, 1 Mer. 320 ..... 681, 1111
Church v. City of Ottawa, 25 O.R. 298, 22 A.R. 348 1542
Clark, In re, 8 O.L.R. 599 681
Clark v. Phinney, 25 S.C.R. 633 1039
Clarke v. Bartram, 3 O.W.N. 691 1158
Clarke v. Goodall, 44 S.C.R. 284 ..... 863, 1382
Clarke v. Joselin, 16 O.R. 68, 78 1195
Clarkson v. McMaster & Co., 25 S.C.R. 96 1097
Clay v. Rufford, 8 Hare 281 344
Clayton v. Corby, 5 Q.B. 415 1435
Cleaver v. Mutual Reserve Fund Life Association, [1892] 1 Q.B. 147, 156 1561
Clemens v. Town of Berlin, 7 O.L.R. 33 1008
Clement, Re, 22 O.L.R. 121 1353
Clench v. Consolidated Bank of Canada, 31 C.P. 169, 173.. 462
Clendennan v. Grant, 10 P.R. 593 1177
Clergue v. McKay, 3 O.L.R. 478 896
Clergue v. Preston, 8 O.L.R. 84 564
Clifford v. Watts, 40 L.J.C.P. 36, L.R. 5 C.P. 577, 586.. 1579, 1583
Clinch v. Pernet, 24 S.C.R. 385 758

PAGE

Clover Clayton & Co. Limited v. Hughes, [1910] A.C. 242... 831
Clowes, In re, [1893] 1 Ch. 214.....668, 1571
Clowes v. Higginson, 1 V. & B. 524, 527..... 1604
Clydebank Engineering and Shipbuilding Co. v. Don José Ramos Yzquierdo y Castaneda, [1905] A.C. 6..... 293
Cochrane, In re, 16 O.L.R. 328.....138, 139, 1606
Cockburn, Re, 27 O.R. 450..... 1434
Cockburn v. Edwards, 18 Ch. D. 449..... 748
Cockburn v. Muskoka Mill and Lumber Co., 13 O.R. 343.. 722
Cody v. Roth, 28 N.Z. 565..... 795
Coffin v. North American Land Co., 21 O.L.R. 81..... 1348
Coggs v. Bernard, 2 Ld. Raym. 909..... 582
Coghlan v. Cumberland, [1898] 1 Ch. 704, 705.....204, 307
Colchester North, Township of, v. Township of Gosfield North, 27 A.R. 281..... 408
Cole v. Canadian Pacific R.W. Co., 19 P.R. 104..... 440
Cole v. Smith, 13 O.W.R. 774..... 577
Coleman v. Bucks, etc., Bank, [1897] 2 Ch. 243..... 462
Coles and Ravenshear, In re, [1907] 1 K.B. 1..... 1384
Coles v. Trecothick, 9 Ves. 234..... 396
Coll v. Toronto R.W. Co., 25 A.R. 55..... 583
Colledge v. Pike, 56 L.T.R. 124..... 1205
Collins v. Boston and Maine R.R. Co., 10 Cush. 506..... 511
Colquhoun v. Brooks, 19 Q.B.D. 400, at p. 406..... 1663
Columbia Insurance Co. v. Laurence, 10 Peters (S.C.) 507, 517..... 831
Colvin v. Baker, 2 Barb. 206..... 1647
Commerce et de l'Industrie en France, Société Générale du, v. Johann Maria Farina & Co., [1904] 1 K.B. 794..... 1445
Commissioner of Stamp Duties v. Byrnes, [1911] A.C. 386.. 83
Confederation Life Association v. Labatt (No. 2), 18 P.R. 266 636
Congreve v. Palmer, 16 Beav. 435.....681, 1111
Constantine v. Constantine, 6 Ves. 100..... 1354
Conway v. Guelph and Goderich R.W. Co., 9 O.W.R. 369, 420.....1086, 1092
Cook v. Cook, 12 C.L.T. Occ. N. 73, 28 C.L.J.N.S. 95..... 1034
Cook v. McClure, 58 N.Y. 437..... 1600
Cook v. Meeker, 36 N.Y. 15..... 885
Cooper v. Hubbuck, 12 C.B.N.S. 456..... 1433
Coots, Re, 1 O.W.N. 807..... 157
Corbet v. Johnson, 10 A.R. 564.....361, 364
Corbin v. Thompson, 39 S.C.R. 575, 580..... 364
Cork and Bandon R.W. Co. v. Goode, 13 C.B. 826..... 991
Cornwall v. Sanders, 3 B. & S. 206..... 1108

PAGE

Cornwall Furniture Co., Re, 20 O.L.R. 520, 533 1076
Cosmopolitan Life Association, Re, 15 P.R. 185 613
Coulter v. Equity Fire Insurance Co., 7 O.L.R. 180, 9 O.L.R. 35 495
Coulthurst v. Carter, 15 Beav. 421 ..... 680, 1111
Couturier, In re, Couturier v. Couturier, [1907] 1 Ch. 470 .. 737
Coventry v. McLean, 22 O.R. 1 1604
Coward v. Gregory, L.R. 2 C.P. 153 746
Cowen v. Trufitt, [1898] 2 Ch. 551, [1899] 2 Ch. 309 1046
Cowie v. Cowie, 13 O.W.R. 599, 14 O.W.R. 226 928
Cox v. Adams, 35 S.C.R. 393 350
Cox v. Land and Water Journal Co., L.R. 9 Eq. 324 500
Cox v. Prior, 18 P.R. 492 ..... 687, 1512
Coyne v. Lee, 14 A.R. 503 1478
Crane, Re, [1908] 1 Ch. 379 885
Crawford v. Provincial Insurance Co., 8 C.P. 263 1271
Crawford v. Toogood, 13 Ch. D. 153 1604
Creed v. Creed, 11 Cl. & F. 491, 509 668
Creuze v. Hunter, 2 Ves. 159 474
Cribb v. Kynoch Limited, [1907] 2 K.B. 548 1416
Cristie v. Cowell, 1 Peake N.P. 4 100
Cronin v. Rogers, 1 Cab. & El. 348 746
Crosby v. Ball, 4 O.L.R. 496 1212
Croskery, Re, 16 O.R. 207 1265
Crossley v. Elworthy, L.R. 12 Eq. 158, 167 145
Crossley and Sons Limited v. Lightowler, L.R. 2 Ch. 478 ..... 493, 494, 1435
Crown Life Insurance Co. v. Skinner, 44 S.C.R. 616 .... 863, 1382
Crowther v. Cawthra, 1 O.R. 128 681
Cummings and County of Carleton, Re, 25 O.R. 607, 26 O.R. 1 1260
Curry v. Curry, 25 A.R. 267 130
Curtis, Re, 28 L.J. Ch. 458 163
Curtis v. Nixon, 24 L.T.R. 706, 708 589
Cusack v. Rood, 24 W.R. 391 908
Cutler v. North London R.W. Co., 19 Q.B.D. 64, 67 511
Cutten v. Mitchell, 10 O.L.R. 734 ..... 426, 428

D.

Dale v. Hamilton, 5 Hare 369, 2 Ph. 266 305
Dame v. Slater, 21 O.R. 375 672
Damer v. Busby, 5 P.R. 356 149
Dames and Wood, In re, 29 Ch.D. 626 1125

PAGE

Daniel v. Birkbeck Loan and Savings Co., 5 O.W.R. 757... 688
D'Aoust v. Bissett, 13 O.W.R. 1115.....175, 982, 1073
Darby v. City of Toronto, 17 O.R. 554..... 566
Darby v. Township of Crowland, 38 U.C.R. 338..... 1083
Darley v. The Queen, 12 Cl. & F. 520..... 1091
Darley Main Colliery Co. v. Mitchell, 11 App. Cas. 127.... 711
Dartford Brewery Co. v. Moseley, [1906] 1 K.B. 462..... 615
David and Matthews, In re, [1899] 1 Ch. 378..... 429
Davies v. Badger Mines Limited, 2 O.W.N. 559..... 383
Davis, Re, 18 O.L.R. 384.....935, 1211, 1553
Davis, Re, 40 N.B.R. 23..... 913
Davis v. McCaffrey, 21 Gr. 554..... 1211
Davis v. O'Brien, 18 Man. L.R. 79..... 577
Davison v. Gent, 1 H. & N. 744..... 201
Dawes v. Hawkins, 8 C.B.N.S. 848..... 437
Day v. Harris, 1 O.R. 147..... 275
Day v. Robinson, 1 A. & E. 554, 558..... 100
Dean v. Ontario Cotton Mills Co., 14 O.R. 119..... 448
Debenham v. Mellon, 5 Q.B.D. 394, 6 App. Cas. 24..... 1485
Dederich v. Brandt, 16 Ind. App. 264..... 1236
Deeks v. Strutt, 5 T.R. 690..... 733
Deere v. Beauvais, 7 Q.P.R. 448..... 1212
Dendy v. Nicholl, 4 C.B.N.S. 375..... 746
Denew v. Daverell, 3 Camp. 451..... 536
DeNicols, In re, DeNicols v. Curlier, [1900] 2 Ch. 410..... 305
Denninstoun v. Fyle, 11 Gr. 372..... 1362
Derry v. Peek, 14 App. Cas. 337.....968, 1104
DeSantis v. Canadian Pacific R.W. Co., 14 O.L.R. 108.... 374
Devlin v. Radkey, 22 O.L.R. 399.....947, 1604
Dewar and Township of East Williams, Re, 10 O.L.R. 463.. 566
Deyo v. Kingston and Pembroke R.W. Co., 8 O.L.R. 588..
.....175, 982, 1469
Dillon, In re, 44 Ch. D. 76..... 388
Dinsdale v. Iles, 2 Lev. 88..... 1647
Dixon v. Ross, 1 D.L.R. 17 (Nova Scotia)..... 982
Doan v. Davis, 23 Gr. 207..... 1265
Dobie v. Lemon, 12 P.R. at p. 76..... 1156
Dobson v. Dobson, 7 P.R. 256..... 1301
Dodd v. Churton, [1897] 1 Q.B. 562..... 1339
Dodge Manufacturing Co. v. Hortop Milling Co., 14 O.W.R.
3, 115, 265..... 486
Dods, Re, 1 O.L.R. 7.....667, 668, 1571
Doe d. Baker v. Jones, 5 Ex. 498..... 746
Doe d. Batten v. Murless, 6 M. & S. 110..... 1647

PAGE

Doe d. Bennett v. Turner, 7 M. & W. 226, 235 520
Doe d. Commissioners of Beaufort v. Duncan, 1 Jones (N.C.) 238 1600
Doe d. Dalton v. Jones, 4 B. & Ad. 126, 2 L.J.N.S.Q.B. 11. 749
Doe d. Davies v. Thomas, 6 Ex. 854 1647
Doe d. de Rutzen v. Lewis, 5 A. & E. 277 746
Doe d. Groves v. Groves, 10 Q.B. 486 520
Doe d. Kemp v. Garner, 1 U.C.R. 39 1646
Doe d. Lord Carlisle v. Bailiff, etc., of Morpeth, 3 Taunt. 378 420
Doe d. Morecraft v. Meux, 4 B. & C. 606 746
Doe d. Mouck v. Geikie, 5 Q.B. 841 725
Doe d. Palmer v. Eyre, 17 Q.B. 366, 371 147
Doe d. Rankin v. Brindley, 4 B. & Ad. 84 746
Doe d. Stanway v. Rock, 1 Car. & M. 549, 6 Jur. 266 1646
Doe d. Vickery v. Jackson, 2 Stark. 293 748
Doe d. Westmoreland v. Smith, 1 Man. & Ry. 137 1647
Dominion Bank v. Wiggins, 21 A.R. 275 ..... 662, 663
Donnellan v. O'Neill, Ir.R. 5 Eq. 523, 532 911
Donohue v. Hull, 24 S.C.R. 688 959
Donovan v. Hogan, 15 A.R. 432 1370
Doorman v. Jenkins, 2 A. & E. 256, 261, 262 511
Douglas-Menzies v. Umphelby, [1908] A.C. 224 531
Douglass v. Baynes, [1908] A.C. 482 725
Dove v. Dove, 18 C.P. 424 344
Draper v. Earl Manvers, 9 Times L.R. 73 58
Drewell v. Towler, 3 B. & Ad. 735 136
Dryden v. Smith, 17 P.R. 500, 504 ..... 1302, 1511
Dublin Wicklow and Wexford R.W. Co. v. Slattery, 3 App. Cas. 1155 272
Duckworth, In re, L.R. 2 Ch. 578, 580 1479
Duckworth v. Alison, 1 M. & W. 412 293
Dudgeon v. Pembroke, 2 App. Cas. 284 831
Duff v. Budd, 3 Brod. & B. 177, 182 511
Dumphy v. Kehoe, 21 Rev. Leg. 119 1488
Dunlop v. Dunlop, 9 O.L.R. 372 1376
Dunn v. Flood, 25 Ch.D. 629 95
Duryea v. Kaufman, 21 O.L.R. 161 1085
Dutton, In re, 4 Ex.D. 54 925
Dwyre v. Ottawa, 25 A.R. 121 840
Dyke v. Stephens, 30 Ch.D. 189, at pp. 190, 191 1213

E.

PAGE

Earl, Re, 1 O.W.N. 1141 139
Earl v. Reid, 23 O.L.R. 453 205
Earls v. McAlpine, 6 A.R. 145 133
Early v. Benbow, 2 Coll. 342 910
Eastland v. Burchell, 3 Q.B.D. 432, at pp. 435, 436 790
Eaton v. Watts, L.R. 4 Eq. 151 708
Eby-Blain Co. v. Montreal Packing Co., 17 O.L.R. 292 1098
Eckensweiller v. Coyle, 18 P.R. 423 269
Eckersley v. Mersey Docks Co., [1894] 2 Q.B. 667 923
Ede v. Canada Foundry Co., 12 O.W.R. 809 302
Edge v. Niccolls, [1911] A.C. 693 554
Edison and Swan United Electric Light Co. v. Holland, 41 Ch.D. 28, 34 887
Edwards, In re, [1906] 1 Ch. 750 913
Elgin Loan Co. v. Orchard, 7 O.L.R. 695 145
Elgin Loan and Savings Co. v. London Guarantee and Accident Co., 11 O.L.R. 330 835
Elliott v. Ince, 3 Jur. N.S. 597, 600 22
Ellis and Town of Renfrew, Re, 21 O.L.R. 74, 23 O.L.R. 427 ..... 27, 423, 424
Ellis v. Duke of Bedford, [1899] 1 Ch. 494, [1901] A.C. 1 ... 48
Ellis v. Kerr, [1910] 1 Ch. 529 190
Ellis v. Walker, Amb. 309 275
Elma, Township of, and Township of Wallace, Re, 2 O.W.R. 198 1520
Elton v. Cuvilier, 19 Ch.D. 49 475
Embrey v. Owen, 6 Ex. 353 493
Emmet v. Dewhurst, 3 Macn. & G. 597 1490
English and Scottish Trust Co. v. Flatau, 36 W.R. 238 1177
Erie County Natural Gas and Fuel Co. v. Carroll, [1911] A.C. 105 452
Erlanger v. New Sombrero Phosphate Co., 3 App. Cas. 1218 .. 1399
Errington v. Aynesly, 2 Bro. C.C. 341 293
Essery v. Grand Trunk R.W. Co., 21 O.R. 224 991
Etherington and Lancashire and Yorkshire Accident Insurance Co., In re, [1909] 1 K.B. 591 ..... 831, 834
Evans v. Davis, 10 Ch. D. 747 153
Evans v. Davis, 27 W.R. 285 179
Evans v. Rees, 2 Q.B. 334, 11 L.J.N.S.Q.B. 11 616
Evans (Richard) & Co. Limited v. Astley, [1911] A.C. 674 ..... 572, 1537
Eve, In re, Belton v. Thompson, 93 L.T.R. 235 737

F.

PAGE
Fallis v. Wilson, 13 O.L.R. 595 1155
Farah v. Glen Lake Mining Co., 17 O.L.R. 1 1614
Farmer v. Livingstone, 8 S.C.R. 140 1614
Farmers Bank v. Big Cities Realty and Agency Co., 1 O.W.N. 397 ..... 28, 639
Farmers Bank of Canada v. Heath, 3 O.W.N. 682, 805 1315
Farrar v. Winterton, 5 Beav. 1 668
Farrell v. Gallagher, 23 O.L.R. 130 292
Faulds, Re, 12 O.L.R. 245 1554
Faulkner v. Greer, 14 O.L.R. 360, 16 O.L.R. 123, 40 S.C.R. 399 ..... 705, 844
Fawcett v. Winters, 12 O.R. 232 1084
Feaster v. Cooney, 15 P.R. 290 688
Fellowes v. Hunter, 20 U.C.R. 382 100
Fenn v. Death, 23 Beav. 73 681
Ferguson v. Galt Public School Board, 27 A.R. 480 824
Ferguson v. Kenny, 16 A.R. 276 237
Fetherstone v. Cooper, 9 Ves. 67, 69 ..... 419, 420
Few v. Perkins, L.R. 2 Ex. 92 746
Fidelity Trust Co. v. Buchner, 3 O.W.N. 1208 1552
Fielding v. Thomas, [1896] A.C. 611 1502
Findlay v. Hamilton Electric Light and Cataract Power Co., 11 O.W.R. 48 ..... 982, 1469
Finkle v. Lutz, 14 P.R. 446 971
Firbank's Executors v. Humphreys, 18 Q.B.D. 54 509
First Natchez Bank v. Coleman, 2 O.L.R. 159 350
Fisher, In re, [1894] 1 Ch. 450 615
Fitchet v. Walton, 22 O.L.R. 40 556
Fitzgerald v. Dressler, 7 C.B.N.S. 374 43
Fitzroy, Township of, v. County of Carleton, 9 O.L.R. 686. 1025
Fleming, Re, 7 O.L.R. 651 1112
Florence Mining Co. v. Cobalt Lake Mining Co., 18 O.L.R. 275 1614
Flynn v. Industrial Exhibition Association of Toronto, 6 O.L.R. 635 1079
Foley v. Fletcher, 3 H. & N. 769 943
Ford v. Canadian Express Co., 21 O.L.R. 585, 3 O.W.N. 9, 24 O.L.R. 462 211
Formby v. Barker, [1903] 2 Ch. 539, at p. 551 1664
Forrest v. Laycock, 18 Gr. 611 144
Forster, Re, Forster v. Berridge, 4 B. & S. 187 1261
Forster v. Forster, 1 O.W.N. 93, 419 1448

PAGE

Forster v. Hale, 3 Ves. 695, 5 Ves. 308 305
Foster v. Anderson, 16 O.L.R. 565 985
Foster v. Emerson, 5 Gr. 135 ..... 157, 520, 521
Foster v. Wright, 4 C.P.D. 438 1600
Foveaux, In re, Cross v. London Anti-Vivisection Society, [1895] 2 Ch. 501 1429
Fowle v. Freeman, 9 Ves. 351 397
Fowler v. Fowler, 33 Beav. 616 925
Fowler v. Fowler, 4 DeG. & J. at p. 264 1194
Fowler v. Willoughby, 2 Sim. & Stu. 354 668
Foxwell v. Kennedy, 24 O.L.R. 189 925
Fraser, In re, Lowther v. Fraser, [1904] 1 Ch. 726 ..... 531, 914
Fraser v. Malloch, 23 Rettie 619 616
Fraser v. Mutchmor, 8 O.L.R. 613 838
Fredendall v. Taylor, 23 Wis. 538, 540 58
Frewen v. Frewen, L.R. 10 Ch. 610 274
Fry v. Moore, 23 Q.B.D. 395 64
Fuches v. Hamilton Tribune Co., 10 P.R. 409 603
Fuller v. Hooper, 2 Ves. Sr. 242 911
Furlong v. Hamilton Street R.W. Co., 2 O.W.R. 1007 302
Fynn, Re, 2 DeG. & S. 457 ..... 163, 1554

G.

Gagne v. Rainy River Lumber Co., 20 O.L.R. 433 636
Galloway v. Keyworth, 15 C.B. 228 420
Gamble v. Accident Assurance Co., I.R. 4 C.L. 204 883
Gandy v. Gandy, 7 P.D. 168 1221
Gange v. Lockwood, 2 F. & F. 115 748
Gardner v. Hodgson's Kingston Brewery Co., [1903] A.C. 229 1434
Garland v. City of Toronto, 23 A.R. 238 824
Garland v. Gemmill, 14 S.C.R. 321 501
Garland Manufacturing Co. v. Northumberland Paper and Electric Co., 31 O.R. 40 1333
Garner v. Township of Stamford, 7 O.L.R. 50 834
Garnett v. Bradley, 3 App. Cas. 944, at p. 965 1648
Gartside v. Isherwood, 1 Bro. C.C. 558 22
Gassiot, In re, 70 L.J.N.S. Ch. 242 925
Gaughan v. Sharpe, 6 A.R. 417 154
General Electric Co. v. Victoria Electric Light Co. of Lindsay, 16 P.R. 476, 529 1338
General Mutual Insurance Co. v. Sherwood, 14 How. S.C. 351, 366 831

PAGE
Gent and Eason's Contract, In re, [1905] 1 Ch. 386 286
Gent v. Harrison, 69 L.T.R. 307 179
George v. Strong, 1 O.W.N. 350 1241
Gibbons v. Darvill, 12 P.R. 478 237
Gibbons v. Ogden, 9 Wheat. 1, 204 1503
Gibbs v. Great Western R.W. Co., 11 Q.B.D. 25, 12 Q.B.D. 208 ..... 47, 352
Giblin v. McMullen, L.R. 2 P.C. 317, 336, 337 512
Gibson v. Township of North Easthope, 21 A.R. 504, 24 S.C.R. 707 326
Gifford v. Goldsey, 2 Vern. 35 680
Gilbert v. Stiles, 13 P.R. 121 840
Gilbey v. Great Western R.W. Co., 102 L.T.R. 202 834
Giles, In re, 55 L.J. Ch. 696 1137
Giles and Town of Almonte, Re, 21 O.L.R. 362, 1 O.W.N. 698 537
Gillie v. Young, 1 O.L.R. 368 1213
Gillow v. Aberdare, 8 Times L.R. 676, 9 Times L.R. 12 1653
Giraud's Lessee v. Hughes, 1 Gill & Johnson (14 Md. App.) 115 1600
Glass v. Grant, 12 P.R. 480 ..... 103, 255
Glengall, Earl of, v. Frazer, 2 Hare 99 591
Glossop v. Heaton and Isleworth Local Board, 12 Ch. D. 102, 122 828
Glyn, Ex p., 1 Mont. Dea. & DeG. 25 1362
Godwin v. Brind, L.R. 5 C.P. 299 396
Goldfields Limited v. Harris Maxwell Co., 2 O.W.N. 1391 .. 104
Goldsmid v. Tunbridge Wells Improvement Commissioners, L.R. 1 Eq. 161 1435
Goldsmiths' Co. v. West Metropolitan R.W. Co., [1904] 1 K. B. 1 315
Goldstein v. Canadian Pacific R.W. Co., 23 O.L.R. 536 .. 276, 1346
Gooderham v. City of Toronto, 21 O.R. 120, 19 A.R. 642, 25 S.C.R. 246 437
Goodlad v. Burnett, 1 K. & J. 341 667
Goodman v. Saltash Corporation, 7 App. Ca. 633, 648 1435
Goodwin, In re, 13 C.P. 254 1237
Goodwin v. Ottawa and Prescott R.W. Co., 22 U.C.R. 186 ..... 1236, 1237
Goodwin v. Waghorn, 4 L.J.N.S. Ch. 172 1362
Gordon v. Moose Mountain Mining Co., 22 O.L.R. 373 1437
Gordon v. Spencer, 2 Blackf. (Ind.) 286, 288 1004
Gosling, In re, Gosling v. Elcock, [1903] 1 Ch. 448 737
Goss v. Lord Nugent, 5 B. & Ad. 58 1490

PAGE

Government Stock and Other Securities Investment Co. v. Manila R.W. Co., [1897] A.C. 81, at p. 86 1097
Gowan v. Christie, L.R. 2 Sc. App. 273 ..... 1579, 1583
Gowans v. Barnett, 12 P.R. 330 750
Graffam v. Boston and Maine R.R. Co., 67 Me. 234 511
Graham v. Graham, Re, 11 O.W.R. 700 1328
Graham v. Temperance and General Life Assurance Co., 16 P.R. 536 373
Grand Trunk R.W. Co. and Petrie, Re, 2 O.L.R. 284 260
Grand Trunk R.W. Co. v. Attorney-General of Canada, [1907] A.C. 68 1502
Grand Trunk R.W. Co. v. Barnett, 27 Times L.R. 35 18
Grand Trunk R.W. Co. v. Barnett, [1911] A.C. 361 175
Grand Trunk R.W. Co. v. Birkett, 35 S.C.R. 296 ..175, 982, 1469
Grant v. Gold Exploration and Development Syndicate Limited, [1900] 1 Q.B. 232, 248 1122
Grant v. Langston, [1900] A.C. 383 433
Graves, Ex p., 19 Ch.D. at p. 5 1487
Gray, Re, 6 W.L.R. 674 163
Gray v. Garman, 2 Hare 268 1111
Gray v. Johnston, L.R. 3 H.L. 1, 11 462
Gray v. Smith, 43 Ch.D. 208 306
Gray v. Stephens, 16 Man. L.R. 189 1339
Great Central R.W. Co. v. Lancashire and Yorkshire R.W. Co., 13 Ry. & Canal Traffic Cas. 266 1501
Great Eastern R.W. Co. v. Turner, L.R. 8 Ch. 149, 152 .... 7, 8
Great Northern R.W. Co. v. Harrison, 10 Ex. 376 175
Great Northern R.W. Co. v. Harrison, 12 C.B. 576, at p. 609 1663
Great West Life Assurance Co. v. Shields, 1 O.W.N. 393 ... 1241
Green, Ex p., 35 N.B.R. 137, at p. 147 1501
Green v. Bartlett, 14 C.B.N.S. 681 ..... 589, 816, 1653
Green v. Mules, 30 L.J.C.P. 343 589
Green v. Paterson, 32 Ch.D. 95 144
Green v. Pertwee, 5 Hare 249 914
Green v. Stevenson, 9 O.L.R. 671 985
Green v. Thornton, 9 C.L.T. Occ. N. 139 1338
Greer v. Faulkner, 40 S.C.R. 399 ..... 705, 1437
Greet v. Citizens Insurance Co., 5 A.R. 596 495
Gregg v. Wells, 10 A. & E. 90 1633
Griffith v. Grand Trunk R.W. Co., 2 O.W.N. 1059 572
Grill v. General Iron Screw Collier Co., L.R. 1 C.P. 600, 612. 511
Grills v. Farah, 21 O.L.R. 457 1174

PAGE
Groves v. Lord Wimborne, [1898] 2 Q.B. 402 ..... 698, 1002
Gunn v. Harper, 3 O.L.R. 693 14
Gunn v. Trust and Loan Co., 2 O.R. 293 154

H.

Habergham v. Ridehalgh, L.R. 9 Eq. 395 1112
Hague, Re, 14 O.R. 660 379
Haigh, Ex p., 11 Ves. 403 1361
Haldimand Dominion Election Case, 1 Ont. Elec. Cas. 529 . 425
Hall and Hinds, In re, 2 M. & G. 847 421
Hall v. Berry, 10 O.W.R. 954 ..... 1084, 1562
Hall v. Farquharson, 15 A.R. 457 ..... 1369, 1370
Hall v. Lees, [1909] 2 K.B. 602 47
Hall v. Severne, 9 Sim. 515 ..... 910, 911
Halladay v. City of Ottawa, 14 O.L.R. 458, 15 O.L.R. 65 . . 326, 504
Hambro v. Burnand, [1904] 2 K.B. at p. 22 300
Hamer v. Sharp, L.R. 19 Eq. 108 396
Hamerton v. Stead, 3 B. & C. 478 1647
Hamilton and Canadian Order of Foresters, Re, 18 O.L.R. 121 138
Hamilton v. Harris, In re, 1 U.C.R. 513 282
Hamilton v. Hodge, 8 O.W.R. 351 217
Hamilton v. Walker, [1892] 2 Q.B. 25, at p. 28 1471
Hamilton, City of, v. Hamilton Brewing Association, 38 S.C. R. 239 116
Hamlyn v. Wood, [1891] 2 Q.B. 494 725
Hammans v. Great Western R.W. Co., 4 Ry. & Canal Traffic Cas. 181 1501
Hands v. Upper Canada Furniture Co., 12 P.R. 292 214
Hangler, In re, Frowde v. Hangler, [1893] 1 Ch. 586 1220
Hannam, In re, [1897] 2 Ch. 39 ..... 681, 1111
Hansford v. Grand Trunk R.W. Co., 13 O.W.R. 1184 47
Hanson v. Graham, 6 Ves. 239 680
Harbin v. Masterman, [1896] 1 Ch. 351 1044
Harburg India Rubber Comb Co. v. Martin, [1902] 1 K.B. 778 43
Hargrove v. Royal Templars of Temperance, 2 O.L.R. 126 . . 268
Harkin, Re, 7 O.W.R. 840, at p. 841 1353
Harman v. Ainslie, [1904] 1 K.B. 698 568
Harper v. Goodsell, L.R. 5 Q.B. 422 704
Harper v. Granville-Smith, 7 Times L.R. 284 58
Harris v. Robinson, 21 S.C.R. 390 1604
Harris v. Tubb, 42 Cl.D. 79 144

PAGE

Harrison, Re, 31 O.R. 314 1213
Harrison v. Good, L.R. 11 Eq. 338 432
Harrison v. Guest, 6 DeG. M. & G. 424 221
Harrison v. Guest, 2 Jur. N.S. 911 768
Hart v. Myles, 4 C.B.N.S. 371 582
Harvey v. Facey, [1893] A.C. 552 563
Hassard v. Smith, Ir.R. 6 Eq. 429 22
Hatch v. Rowland, 5 P.R. 223 ..... 1236, 1237
Haubner v. Martin, 22 A.R. 468 564
Hawes Gibson & Co. v. Hawes, 3 O.W.N. 312, 313 ..... 373, 849
Hawthorne, In re, Graham v. Massey, 23 Ch.D. 743 1038
Hay v. Employers' Liability Assurance Corporation, 6 O.W. R. 459 835
Haynes v. Leland, 29 Me. 233, 234, 243 1004
Hayward v. Giffard, 4 M. & W. 194 614
Heard v. Pilley, L.R. 4 Ch. 548 300
Hearsey v. Pechell, 8 L.J.N.S.C.P. 247, 5 Bing. N.C. 466 ... 614
Hebblewhite v. McMorine, 10 M. & W. 200 704
Hees Co. v. Ontario Wind Engine Co., 12 O.W.R. 774 1284
Heller v. Howard, 11 Ill. App. 554 1004
Helm v. Town of Port Hope, 22 Gr. 273 566
Helsby, In re, [1894] 1 Q.B. 742 1384
Henders v. Parker, 11 O.W.R. 211, 315 805
Henderson and Township of West Nissouri, Re, 23 O.L.R. 21, 24 O.L.R. 517 727
Henderson v. Henderson, 23 A.R. 577 ..... 147, 521
Heney v. Low, 19 Gr. 265 378
Hennessey v. Wright, 24 Q.B.D. 445 (*n*) 889
Henwood v. Overend, 1 Mer. 23 910
Herman v. Wilson, 32 O.R. 60 1241
Herrick v. Sixby, L.R. 1 P.C. 436, at p. 449 740
Hetherington v. McCabe, 1 O.W.N. 802 1604
Heugh v. Chamberlain, 25 W.R. 742 104
Hext v. Gill, L.R. 7 Ch. 699, at p. 719 1662
Hexter v. Pearce, [1900] 1 Ch. 341, 345 77
Hibben v. Collister, 30 S.C.R. 459 1510
Hibbert v. Cooke, 1 Sim. & Stu. 552 465
Hichens v. Congreve, 4 Russ. 562, 577 344
Hickey and Town of Orillia, Re, 17 O.L.R. 317, 340, 342 ... 171
Hicks v. Ross, [1891] 3 Ch. 499 1044
Higgins v. Coniagas Reduction Co. and Ontario Power Co., 2 O.W.N. 953 1081
Higgins v. Dawson, [1902] A.C. 1 ..... 275, 681
Higgins v. Senior, 8 M. & W. 834 ..... 300, 397

PAGE
Hill v. Carr, 1 Ca. Ch. 294, 2 Mod. 86, 3 Swans. 638 1663
Hill v. Fearis, [1905] 1 Ch. 466 428
Hill v. Hill, 8 O.L.R. 710 1610
Hilliard v. Fulford, 4 Ch. D. 389 1137
Hinde v. Whitehouse, 7 East 558 396
Hinds v. Town of Barrie, 6 O.L.R. 656 928
Hinton v. Dibbin, 2 Q.B. 646, 661 511
Hives v. Pepper, 6 O.W.R. 713 179
Hoare v. Osborne, L.R. 1 Eq. 585 925
Hodge v. The Queen, 9 App. Cas. 117 ..... 1502, 1628
Hoeffler v. Irwin, 8 O.L.R. 740 508
Hogan v. Hand, 14 Moo. P.C. 310 1647
Hogg v. Scott, L.R. 18 Eq. 444, 458 502
Holden, In re, 5 O.L.R. 156 667
Holderness v. Lang, 11 O.R. 1 749
Hollinrake v. Truswell, [1894] 3 Ch. 420 500
Hollis Hospital Trustees and Hague's Contract, In re, [1899] 2 Ch. 540 95
Holme v. Guppy, 3 M. & W. 387 1339
Holroyd v. Marshall, 10 H.L.C. 191, 9 Jur. N.S. 213 1478
Hooper, Re, 29 Beav. 656 274
Hooper v. Smart, L.R. 18 Eq. 683 77
Hope v. Hope, 8 DeG. M. & G. 731 1553
Horlock v. Wiggins, 39 Ch. D. 142 331
Hornby v. Cardwell, 8 Q.B.D. 329 887
Horrocks v. Rigby, 9 Ch. D. 180 77
Horsfall v. Boisseau, 21 A.R. 663 1478
Hotchkiss's Trusts, In re, L.R. 8 Eq. 643 ..... 681, 1111
Hothet v. Bessy, Sir T. Jones 214 1236
Hotten v. Arthur, 1 H. & M. 603 501
Houlihan v. Preferred Accident Insurance Co. of New York, 145 N.Y. St. Repr. 1048 830
House v. Brown, 14 O.L.R. 500 792
Howarth, In re, [1909] 2 Ch. 19 938
Howkins v. Jackson, 2 Macn. & G. 372 744
Hoyle, In re, [1893] 1 Ch. 84, 99, 100 397
Hubert v. Township of Yarmouth, 18 O.R. 458 1048
Hudleston v. Gouldsbury, 10 Beav. 547 285
Huish, In re, 43 Ch. D. 260 331
Hull and Selby Railway, In re, 5 M. & W. 327, 333 1600
Humble v. Shore, 7 Hare 247 98
Humphrys v. Polak, [1901] 2 K.B. 385, 390 1553
Hunsberry v. Kratz, 5 O.L.R. 635 733
Hunter, In re, 2 Rose 382 430

PAGE

Hunter v. Sharpe, 4 F. & F. 983 101
Hursuhai Singh v. Synd Lootf Ali Khan, L.R. 2 Ind. App. 28.. 1600
Hussey v. Horne-Payne, 4 App. Cas. 311 397
Hutchinson, Re, 3 O.W.N. 933, 26 O.L.R. 113 1211
Hutchinson v. Greenwood, 4 E. & B. 324, 326 333
Hutchinson v. Greenwood, 24 L.J.Q.B. 2 614
Hutt v. Hutt, 24 O.L.R. 574 476
Hyatt v. Allen, 3 O.W.N. 370 1338
Hyman v. Van den Bergh, [1908] 1 Ch. 167 1433

I.

Iggulden v. May, 9 Ves. 325 770
Ilchester, Earl of, Ex p., 7 Ves. 348, at p. 367 1211
Ilford Park Estates Limited v. Jacobs, [1903] 2 Ch. 522..433, 1586
Ilfracombe R.W. Co. v. Devon and Somerset R.W. Co., L.R. 2 C.P. 15 1175
Imperial Bank of Canada v. Royal Insurance Co., 12 O.L.R. 519 1523
Imperial Loan Co. v. Stone, [1892] 1 Q.B. 601 22
Imperial Paper Mills of Canada v. McDonald, 7 O.W.R. 472.. ..... 104, 255
Imperial Trusts Co. v. New York Securities Co., 9 O.W.R. 45, 98, 730 685
Imrie v. Wilson, 3 O.W.N. 1145, 1378 1653
Inland Revenue Commissioners v. Muller, [1901] A.C. 217.. 428
Innes v. Johnson, 14 Ves. 568 275
International Financial Society v. City of Moscow Gas Co., 7 Ch. D. 241 1384
International Wrecking Co. v. Murphy, 12 P.R. 423 774
Irvine v. Sparks, 31 O.R. 603 92
Ive v. King, 16 Beav. 46, 53 ..... 680, 1111

J.

Jackson and Haden's Contract, In re, [1906] 1 Ch. 412..... 1125
Jackson v. Adams, 2 Bing. N.C. 402 100
Jacob v. Kirk, 2 Moo. & R. 221 397
Jacobs v. Beaver, 17 O.L.R. 496 ..... 61, 133, 1385
Jacobs v. Booth's Distillery, 50 W.R. 49, 85 L.T. 262..... 30
Jacobs v. Morris, [1902] 1 Ch. 816 704
James, Re, 9 P.R. 88 689
James v. Dean, 11 Ves. at p. 341 1646
Jarman v. Hale, [1899] 1 Q.B. 994 ..... 520, 1647
Jarrett v. Hunter, 34 Ch.D. 182, 184, 185 564

PAGE
Jay v. Budd, [1897] 1 Q.B. 12 64
Jenkins v. Jackson, 40 Ch.D. 74 205
Jenkins v. Jones, 2 Giff. 99 1299
Jenkins v. Morris, 14 Ch.D. 674 1307
Jenkins v. Wilcock, 11 C.P. 505 1174
Jennings v. Jennings, [1898] 1 Ch. 378 429
Johnson, Re, 89 L.T.R. 84 285
Johnson v. Brown, 13 O.W.R. 1212, 14 O.W.R. 272 1042
Johnson v. Fesenmeyer, 25 Beav. 88, 3 DeG. & J. 13 154
Johnston, In re, [1894] 3 Ch. 204 708
Johnston v. Meldon, 30 L.R. Ir. 15 1109
Johnston v. Wade, 17 O.L.R. 372 ..... 1096, 1097
Jolly v. Rees, 15 C.B.N.S. 628, 33 L.J.C.P. 177 1485
Jones v. Bank of Upper Canada, 12 Gr. 429, 13 Gr. 74, 78.. 1362
Jones v. Chapman, 5 Blackf. (Ind.) 88 1004
Jones v. Clifford, 3 Ch.D. 779 280
Jones v. Coxeter, 2 Atk. 400 748
Jones v. Hope, 3 Times L.R. 247 (*n*) 57, 58, 509
Jones v. Hough, 5 Ex.D. 115, 122 1542
Jones v. Littledale, 6 A. & E. 490 1147
Jones v. St. John's College, L.R. 6 Q.B. 115 1339
Jones v. State, 26 Tex. App. 1, at p. 12 1236
Jones v. Tanner, 7 B. & C. 542 733
Jordan v. Provincial Provident Institution, 28 S.C.R. 554 ..... 835, 1374
Jowlby, In re, [1904] 2 Ch. 685 737
Judkin, In re, 25 Ch.D. 750 98

K.

Kearney v. Nicholls, 76 L.T.J. 63 ..... 821, 867
Keen v. Priest, 1 F. & F. 314 209
Keffer v. Keffer, 27 C.P. 257 ..... 147, 520
Keith v. Keith, 7 P.R. 41 1035
Kelly v. Kelly, 20 Man. L.R. 579 1068
Kelly v. Morris, L.R. 1 Eq. 697 ..... 500, 501
Kelly v. Ross, 1 O.W.N. 48 515
Kemerer v. Watterson, 20 O.L.R. 451 ..... 683, 879, 881
Kendal v. Wood, L.R. 6 Ex. 243 953
Kendall v. Granger, 5 Beav. 300, 303 357
Kendrick v. Barkey, 9 O.W.R. 356 508
Kendry v. Stratton, 10th June, 1893, not reported 259
Kennedy v. City of Toronto, 12 O.R. 211 322
Kennedy v. Kennedy, 24 O.L.R. 183 925

PAGE
Kennedy v. Kennedy, 13 O.W.R. 984 925
Kennedy v. Lawlor, 14 Gr. 224 1614
Kennedy v. Lee, 3 Mer. 441 397
Kennedy v. Oldham, 15 O.R. 433 396
Kennedy v. Spence, 24 O.L.R. 535 1043
Kensington, Ex p., 2 Ves. & B. 79 1361
Kenworthy v. Schofield, 2 B. & C. 945 396
Kershaw v. Trusts, In re, L.R. 6 Eq. 322 54
Kessowji Issur v. Great Indian Peninsula R.W. Co., 96 L.T. R. 859 1423
Kile v. Giebner, 114 Pa. St. 381 1647
Kimber v. Admans, [1900] 1 Ch. 412 433
King v. City of Toronto, 5 O.L.R. 163 566
King v. Northern Navigation Co., 24 O.L.R. 643, 3 O.W.N. 172 982
King v. Waring, 5 Esp. 13 1004
Kingsbury v. Walter, [1901] A.C. 187, 192 102
Kingston, City of, v. Drennan, 27 S.C.R. 46, 61 90
Kingston, City of, v. Kingston, etc., Electric R.W. Co., 28 O.R. 399, 15 A.R. 462 827
Kinnaird v. Trollope, 39 Ch.D. 636 992
Kirby v. Bangs, 27 A.R. 17 595
Kirk, Re, 52 L.T.R. 346 681
Kitching v. Hicks, 6 O.R. 739 ..... 1097, 1478
Kleinert Rubber Co. v. Eisman Rubber Co., 12 O.W.R. 60 1010
Knapp v. Carley, 7 O.L.R. 409 1512
Knapp v. Harvey, 80 L.J.K.B. 1228 440
Knickerbocker Trust Co. of New York v. Webster, 17 P.R. 189 892
Knight v. Boughton, 11 Cl. & F. 513 708
Knight v. Crockford, 1 Esp. 190, 5 R.R. 729 397
Knill v. Towse, 24 Q.B.D. 186, 196 1164
Knowles v. Roberts, 38 Ch.D. at p. 27 1082
Knox v. Gye, L.R. 5 H.L. 656 1070
Kreutziger v. Brox, 32 O.R. 418 1650
Kruse v. Johnson, [1898] 2 Q.B. 91 1466
Kurtz & Co. v. Spence & Sons, 58 L.T.R. 438, 441 1114

L.

Labelle v. O'Connor, 15 O.L.R. 528 ..... 947, 1450
Lacon v. Allen, 3 Drew. 579 1362
Ladd v. Chamber of Commerce of Portland, 60 Pac. Repr. 713 619

PAGE
Laliberte v. Kennedy, not reported 982
Laliberté v. Dixon, L.R.6 H.L. 414, 423 1604
Lamare v. Dixon, L.R. 6 H.L. 414, 423 1604
Lambe v. Eames, L.R. 6 Ch. 597 1325
Lambert, In re, [1908] 2 Ch. 117 1111
Lancaster v. Ryckman, 15 P.R. 199 514
Lands Allotment Co., In re, [1894] 1 Ch. 616, at p. 632 1070
Lane v. Jackson, 20 Beav. 535 956
Lane v. Newdigate, 10 Ves. 192 748
Langley v. Law Society of Upper Canada, 3 O.L.R. 245 636
Landmaid v. Mickle, 16 O.R. 111 722
Lanphier v. Buck, 34 L.J.Ch. 650, 656 1111
Larkey, Ex p., 4 Ch.D. 566, at p. 580 1404
LaSalle v. Guilford, [1901] 2 K.B. 215 1594
Lassence v. Tierney, 1 Macn. & G. 551 708
Latch v. Furlong, 12 Gr. 303 1300
Lawrence v. Galsworthy, 3 Jur. N.S. 1049 285
Law v. Local Board of Reddirch, [1892] 1 Q.B. 127 293
Lawless v. Chamberlain, 18 O.R. 296 1320
Lawlor v. Lawlor, 10 S.C.R. 194 521
Lawrence v. Accidental Insurance Co., 7 Q.B.D. 216 831
Laythoarp v. Bryant, 2 Bing. N.C. 735 396
Leach v. Jay, 6 Ch.D. 496 1571
Leas Hotel Co., In re, Salter v. Leas, [1902] 1 Ch. 332 429
Leather Cloth Co. v. American Leather Cloth Co., 4 DeG. J. & S. 137, 11 H.L.C. 523 730
Lecone v. Sheires, 1 Vern. 442 1211
Leconfield v. Lonsdale, L.R. 5 C.P. 657, 726 1434
Lee v. Arthur, 100 L.T.R. 61 ..... 1204, 1205
Lee v. Friedman, 20 O.L.R. 49 1241
Lee v. Haley, L.R. 5 Ch. 155 730
Lee Fan v. Dempsey, 5 Commonwealth L.R. 310 354
Lefurgey v. Great West Land Co., 11 O.L.R. 617 ..... 687, 1512
Legg v. Evans, 6 M. & W. 36 1647
Leggo v. Welland Vale Manufacturing Co., 2 O.L.R. 45, 49 512
Leigh v. Jack, 5 Ex. D. 264 437
Lellis v. Lambert, 24 A.R. 653 897
Lemon v. Simmons, 57 L.J.N.S.Q.B. 260 100
Lewes v. Lewes, 16 Sim. 266 680
Lewis, Re, 11 P.R. 107, at p. 108 ..... 872, 905, 906
Lewis v. Fullarton, 2 Beav. 6, 8 501
Lewis v. Hughes, 13 B.C.R. 228 985
Leyton Urban District Council v. Chew, [1907] 2 K.B. 283 1467
Lick v. Rivers, 1 O.L.R. 57 687

PAGE

Lincoln Election Petition, Re, 4 A.R. 206, 210, 212 425
Lindley v. Lacey, 17 C.B. 578 1594
Lindsay v. Lindsay, 23 Gr. 210 1265
Linehan v. Nelson, 197 N.Y. 482 1600
Little v. McCartney, 9 W.L.R. 449, 18 Man. L.R. 323 566
Littledale v. Liverpool College, [1900] 1 Ch. 19 ..... 435, 437
Liverpool and London and Globe Insurance Co. v. Agricultural Savings and Loan Co., 33 S.C.R. 94, 3 O.L.R. 127 835
Lloyd v. Matthews, 51 N.Y. 124 817
Lloyd v. Sturgeon Falls Pulp Co., 85 L.T.R. 162 1594
Lloyds' Banking Co. v. Ogle, 1 Ex.D. 262 1156
Lo v. Sanders, Cro. Jac. 166 100
Locators v. Clough, 17 Man. L.R. 659 816
Lock v. Lock, 2 Vern. 666 680
Locke v. Lambe, L.R. 4 Eq. 372 680
Logan v. Le Mesurier, 6 Moo. P.C. 116 792
London and North Western R.W. Co. v. Evans, [1892] 2 Ch. 432 1434
London and South Western R.W. Co. v. Gomm, 20 Ch. D. 562 95
London and Western Trusts Co. v. Grand Trunk R.W. Co., 22 O.L.R. 263 825
London and Western Trusts Co. v. Loscombe, 13 O.L.R. 34 .. 636
London Chatham and Dover R.W. Co. v. South Eastern R.W. Co., [1893] A.C. 429 332
London Pressed Hinge Co., In re, [1905] 1 Ch. 576 1097
Long, In re, Ex p. Cuddeford, 20 Q.B.D. 316 1175
Long v. Millar, 4 C.P.D. 450 ..... 397, 564
Longdon v. Bilsky, 22 O.L.R. 4 211
Lonsdale v. Menzies, 9 Commonwealth L.R. 89 157
Lopez v. Muddun Mohun Thakoor, 13 Moo. Ind. App. 467 .. 1600
Lord v. Midland R.W. Co., L.R. 2 C.P. 339, 344 512
Lord's Day Act of Ontario, Re, 1 O.W.R. 312 1499
Loring v. Thomas, 1 Dr. & Sm. 479, 510 ..... 681, 1112
Loughead v. Collingwood Shipbuilding Co., 16 O.L.R. 64 ... 372
Love v. New Fairview Corporation, 10 B.C.R. 330 ..... 448, 1002
Lovejoy v. Mercer, 23 O.L.R. 29 947
Low v. Carter, 1 Beav. 426 1610
Lowery v. Walker, [1909] 2 K.B. 433, [1910] 1 K.B. 173, [1911] A.C. 10 175
Lowther v. Bentinck, L.R. 19 Eq. 166 54
Lucas v. Godwin, 4 Scott 502, 6 L.J.N.S.C.P. 205 577
Luckhardt, Re, 29 O.R. 111 1266
Ludbrook v. Ludbrook, [1901] 2 K.B. 96 521

PAGE

Lulham, In re, 53 L.J.Ch.N.S. 928 144
Lum Yet v. Hugill, 3 O.W.N. 521 892
Lumley v. Nicholson, 2 Times L.R. 118, 119 1653
Lumley v. Nicholson, 34 W.R. 716 588
Lumley v. Ravenscroft, [1895] 1 Q.B. 683 77
Lundy v. Lundy, 24 S.C.R. 650 1561
Lygo v. Newbold, 9 Ex. 302 175
Lyons v. Blenkin, Jac. 245 935

M.

McArthur v. Dominion Cartage Co., [1905] A.C. 72 174
McArthur Brothers Co. v. Deans, 21 O.R. 380 722
MacBryde v. Weekes, 22 Beav. 533 793
McCabe v. Bell, 15 O.W.R. 547, 1 O.W.N. 523 279
McCallum v. Reid, 11 O.W.R. 571 1334
McCartan v. Belfast Harbour Commissioners, 44 Irish Law Times 223 1246
McCarthy v. Cooper, 12 A.R. 286 ..... 300, 397
McCarty v. Barrett, 12 Minn. 494, 499 101
McCauley v. Butler, 1 O.W.R. 72, 343 374
McClung v. McCracken, 3 O.R. 596 300
McClure v. Township of Brooke, 5 O.L.R. 59 711
McCowan v. Armstrong, 3 O.L.R. 100 157
McCumber and Doyle, In re, 26 U.C.R. 516 1259
McDonald v. Curran, 1 O.W.N. 121, 389 144
McDonald v. Dawson, 8 O.L.R. 72 810
McDonald v. Lake Simcoe and Cold Storage Ice Co., 31 S.C.R. 130 1109
Macdonald v. McDonald, 11 O.R. 187 133
Macdonald v. Park, 2 O.W.R. 972 496
McFarlane v. Henderson, 16 O.L.R. 172 891
McGilliveray v. Great Western R.W. Co., 25 U.C.R. 69 711
McGillivray v. Township of Lochiel, 8 O.L.R. 446 1520
McGrath, In re, [1893] 1 Ch. 143 392
McGrath and Town of Durham, In re, 17 O.L.R. 514 423
McGregor v. Gaulin, 4 U.C.R. 378 129
McIlhargey v. Queen, 2 O.W.N. 781, 916 1180
McInnes v. Township of Egremont, 5 O.L.R. 713, 715 90
McIntosh v. Leckie, 13 O.L.R. 54 ..... 94, 1634, 1648
McIntyre v. Hocken, 16 A.R. 498 955
McIsaac v. Beaton, 37 S.C.R. 143 1325
Mack v. Dobie, 14 P.R. 465 440
McKeand v. Canadian Pacific R.W. Co., 2 O,W.N. 812 572

PAGE

Mackenzie v. Fleming H. Revell Co., 7 O.W.R. 414 845
McKenzie v. Grand Trunk R.W. Co., 14 O.L.R. 671 477
Mackenzie v. Maple Mountain Mining Co., 20 O.L.R. 615 .. 1234
Mackenzie v. Sligo and Shannon R.W. Co., 4 E. & B. 120 .. 1175
McKillop, Township of, v. Township of Logan, 29 S.C.R. 702 408
McKim v. Bixel, 19 O.L.R. 81, 86, 87 1495
McKinnon v. Lundy, 24 O.R. 132, 21 A.R. 560 1561
McLachlin v. Ontario Iron and Steel Co., 20 O.L.R. 335 932
McLaren v. Fraser, 17 Gr. 567 130
McLean v. Bruce, 14 P.R. 190 733
Maclean v. James Bay R.W. Co., 5 O.W.R. 440, 495 1514
Macleay, In re, L.R. 20 Eq. 186 ..... 95, 132, 133
McLeod v. Lawson, 7 O.W.R. 521, 8 O.W.R. 213, 220, 221. 1648
MacMahon, Ex p., 48 J.P. 70 52
McManus v. Hay, 9 Rettie 425 825
McMaster v. Radford, 16 P.R. 20 717
McNab v. Oppenheimer, 11 P.R. 214 149
McRae v. McRae, 30 O.R. 54 133
Maddison v. Alderson, 8 App. Cas. 488 1490
Malim v. Keighley, 2 Ves. Jr. 323 708
Mammelito v. Page-Hersey Co., 13 O.W.R. 109 982
Man v. Ricketts, 7 Beav. 93, 101 905
Manchester Ship Canal Co. v. Manchester Racecourse Co., [1900] 2 Ch. 352 95
Mandleberg v. Morley, 10 Pat. Cas. 256 1009
Manitoba and North-West Land Corporation v. Davidson, 34 S.C.R. 255 1187
Manley and Anderson, In re, 2 P.R. 354, 355, 367 420
Mansell v. Clements, L.R. 9 C.P. 139 ..... 588, 589, 816
Manufacturers' Accident Indemnity Co. v. Dorgan, 58 Fed. Repr. 945 831
Maple v. Kussart, 53 Pa. St. 348 1039
Marchant v. Morton Down & Co., [1901] 2 K.B. 829 955
Mardorf v. Accident Insurance Co., [1903] 1 K.B. 584 831
Markle v. Simpson Brick Co., 9 O.W.R. 436, 10 O.W.R. 9 ..... 175, 982, 1469
Marsh v. Astoria Lodge, 27 Ill. 421 1444
Marshal v. Crutwell, L.R. 20 Eq. 328 1610
Marshall v. Central Ontario R.W. Co., 28 O.R. 241 954
Marshall v. Pontiac, etc., R.R. Co., 126 Mich. 45 511
Marshall v. Smith, [1895] 1 Ch. 641 435
Martin v. Grant, 15 Gr. 114 595
Martin v. Great Northern R.W. Co., 16 C.B. 179 302
Martin v. Haubner, 26 S.C.R. 142 564

PAGE
Martin v. Lovejoy, 1 Ry. & Moo. 355 1647
Martin v. Mackonochie, 4 Q.B.D. 697, 734 1261
Martin v. Martin, 8 O.L.R. 462 475
Martin v. Martin & Co., [1897] 1 Q.B. 429 1204
Martindale v. Clarkson, 6 A.R. 1, 6 1265
Martyn v. Kennedy, 4 Gr. 61 1614
Mason v. Lindsay, 4 O.L.R. 365 1311
Mason v. McDonald, 25 C.P. 435, 439 1478
Masuret v. Mitchell, 26 Gr. 435, 437 1362
Matthew Guy Carriage and Automobile Co., Re, Thomas's Case, 3 O.W.N. 902 1077
Mawman v. Tegg, 2 Russ. 385, 390, 391 502
Maybury v. O'Brien, 3 O.W.N. 393, 25 O.L.R. 229 564
Mead, In re, 15 Ch.D. 651 388
Medora School Section No. 4, Re, 23 O.L.R. 523 728
Mellers v. Duke of Devonshire, 16 Beav. 252 1583
Melling v. Leak, 16 C.B. 652 136
Mercantile Trust Co. v. Canadian Steel Co., 3 O.W.N. 980. 1073
Mercer Ex p., 17 Q.B.D. 290 145
Merchants Bank v. Ketchum, 16 P.R. 366 214
Metallic Roofing Co. v. Jose, 12 O.L.R. 200, 14 O.L.R. 156. 1009
Mewburn v. MacKelcan, 19 A.R. 729 1177
Mexican Co. of London v. Maldonado, [1890] W.N. 8 556
Michaelsen v. Miller, 13 O.W.R. 422 649
Middleton v. Brown, 47 L.J.Ch. 411 221
Midland R.W. Co. v. Guardians of Edmonton Union, [1895] 1 Q.B. 357 1258
Miles, Re, 14 O.L.R. 241 911
Miles v. New Zealand Alford Estate Co., 32 Ch.D. 266..... 769
Mill v. Commissioner of New Forest, 18 C.B. 60 1434
Miller v. Sarnia Gas Co., 2 O.L.R. 546 636
Miller v. Wheatley, 28 L.R.Ir. 144, 154 315
Millington v. Loring, 6 Q.B.D. 190 ..... 236, 928
Milloy v. Wellington, 3 O.W.R. 37 971
Mills Estate, In re, 34 Ch.D. 24 615
Mingeaud v. Packer, 21 O.R. 267, 19 A.R. 290 1213
Minors v. Leeford, Cro.Jac. 114 100
Misener and Township of Wainfleet, Re, 46 U.C.R. 457 326
Mitchell v. Kowalsky, 14 O.W.R. 792 685
Mobbs v. Vandenbrande, 33 L.J.Q.B. 177 614
Mocambique, Companhia de, v. British South Africa Co., [1892] 2 Q.B. 358 1038
Moir v. Raisbeck, 12 Sim. 123 681
Molsons Bank v. Beaudry, Q.R. 11 K.B. 212 1105

PAGE
Molsons Bank v. Sawyer, not reported 637
Molton v. Camroux, 4 Ex. 17 22
Molyneux v. Fletcher, [1898] 1 Q.B. 648 54
Montreal and Ottawa R.W. Co. and Ogilvie, Re, 18 P.R. 120 ..... 259, 260
Mooney v. Grout, 6 O.L.R. 521 1042
Moore, In re, Moore v. Roche, 55 L.J.Ch. 418, 432 ..... 232, 1219
Moore v. Campbell, 10 Ex. 323 1490
Moore v. Kirkland, 5 C.P. 452 1174
Moore v. Moore, 4 O.L.R. at p. 174 1468
Moore v. Ullcoats Mining Co., [1908] 1 Ch. 575 ..... 153, 179
Morgan v. Bain, L.R. 10 C.P. 15 794
Morgan v. Chetwynd, 4 F. & F. 457 1485
Morgan v. Thomas, 9 Q.B.D. 643, at p. 646 681
Morlock and Cline Limited, Re, 23 O.L.R. 165 1235
Morrell v. Ingle, 23 Kan. 32 1236
Morris v. Ashbee, L.R. 7 Eq. 34 501
Morris v. Grant, 24 W.R. 55 748
Morris v. Wright, L.R. 5 Ch. 279 501
Morrison, Re, 13 O.W.R. 767 761
Morson v. Burnside, 31 O.R. 438, 442 589
Mortlock v. Butler, 10 Ves. 292 859
Morton v. Cowan, 25 O.R. 529, 534, 535 ..... 1236, 1647
Mountcashell, Earl of, v. Barber, 14 C.B. 53, 69 57
Mountfort, Ex p., 14 Ves. 606 1361
Mountfort, Ex p., 15 Ves. 445 1211
Muma v. Canadian Pacific R.W. Co., 14 O.L.R. 147 1469
Mummery v. Grand Trunk R.W. Co., 1 O.L.R. 622 1006
Munsie v. Lindsay, 11 O.R. 520 130
Munster v. Lamb, 11 Q.B.D. 588 414
Murley v. Grove, 46 J.P. 360 175
Murray v. Bogue, 1 Drew. 353 500
Murray v. Canada Central R.W. Co., 7 A.R. 646 628
Murray v. Macdonald, 22 O.R. 557 681
Mussammatt Sundar v. Mussammatt Parbati, L.R. 16 Ind. App. 186 201
Mutrie v. Alexander, 23 O.L.R. 396 157
Myerscough v. Merrill, 12 O.W.R. 399 1187

N.

Nalder v. Hawkins, 2 My. & K. 243 1213
Nash v. Glover, 25 Gr. 219 437
Nash v. Morley, 5 Beav. 177 357

PAGE

National Stationery Co. v. British America Assurance Co., 14 O.W.R. 281 486
Neaverson v. Peterborough Rural District Council, [1902] 1 Ch. 557 ..... 1434, 1435
Neck v. Taylor, [1893] 1 Q.B. 560 ..... 1279, 1280
Nedby v. Nedby, 2 DeG. & Sm. 377 5
Nelles v. Niagara Grape Co., 13 P.R. 179, 258, 260 334
Nelligan v. Nelligan, 26 O.R. 8 1448
Nelson v. Carter, 5 Sim. 530 275
New Hamburg, Village of, v. County of Waterloo, 22 S.C.R. 296 1655
Newburgh Associate Reformed Church Trustees v. Princeton Theological Seminary Trustees, 4 N.J. Eq. 77 920
News Printing Co. v. Macrae, 26 S.C.R. 691 863
Nicholl v. Elliott, 3 Gr. 536, 545 1301
Nickle v. Douglas, 35 U.C.R. 126 1237
Niles v. Cedar Point Club, 175 N.J. 300 1551
Nixon v. Brownlow, 1 H. & N. 405 1175
Nixon v. Jamieson, 18 O.L.R. 625 683
Noah v. Owen, 3 Times L.R. 364, 365 589
Nobel's Explosives Co. v. Jones, 17 Ch. D. 721, at p. 739 .. 1029
Noble v. Ward, L.R. 2 Ex. 135 1490
Nolan v. Nolan, 1 Ch. Ch. 368 1035
Norris v. Chambres, 29 Beav. 246, 3 DeG. F. & J. 583 1038
North, In re, [1895] 2 Q.B. 264 315
North British and Mercantile Insurance Co. v. Tourville, 25 S.C.R. 177 1542
North British R.W. Co. v. Wood, 18 Ct. of Sess. Cas. (4th series) 27 767
Northern Crown Bank v. Yearsley, 1 O.W.N. 635 28
Northrup v. Railway Passengers Assurance Co., 43 N.Y. 516 830
Northumberland, Duke of, v. Attorney-General, [1905] A.C. 406, 410-11 1325
Northwood v. Keating, 17 Gr. 347, 348 5
Nott v. Stoddard, 38 Vt. 25, 31 1004

O.

Ockford v. Freston, 6 H. & N. 466 1561
O'Connor v. City of Hamilton, 10 O.L.R. 529 90
O'Donnell v. Nee, 86 Fed. Repr. 96 1004
O'Farrell v. Limerick and Waterford R.W. Co., 13 Ir. L.R. 365 1261
Ogilvie v. Foljambe, 3 Mer. 53, 17 R.R. 13 397

PAGE
O'Hara, In re, [1900] 2 I.R. 232, 241 ..... 1553, 1554
Okill v. Whittaker, 1 DeG. & Sm. 83 744
Oldfield, In re, [1904] 1 Ch. 549 1325
O'Leary v. Ottawa Electric R.W. Co., 12 O.W.R. 469 272
Oliver v. Bank of England, [1901] 1 Ch. 652, [1902] 1 Ch. 610, [1903] A.C. 114 509
Oliver v. Hunting, 44 Ch. D. 205 ..... 397, 564
Ontario and Western Co-operative Fruit Co. v. Hamilton Grimsby and Beamsville R.W. Co., 3 O.W.N. 589 1331
Ontario Bank v. Mitchell, 32 C.P. 73, 76 329
Ontario Sugar Co. v. McKinnon, 3 O.W.R. 64 637
Ooregum Gold Mining Co. of India v. Roper, [1892] A.C. 125 ..... 1076, 1077
Orangeville Local Option By-law, Re, 20 O.L.R. 476 ..... 423, 424, 425, 1165
Ord, In re, 9 Ch. D. 667, 671, 12 Ch. D. 22 680
Orford, Township of, v. Township of Howard, 27 A.R. 223 ..... 1519, 1520
Ormerod v. Todmorden Joint Stock Mill Co., 11 Q.B.D. 155 494
O'Rourke v. Commissioner for Railways, 15 App. Cas. 371 261
Ostrom v. Sills, 28 S.C.R. 485 1083
Ouimet v. Bazin, 48 C.L.J. 439 1503
Overton v. Banister, 3 Hare 503 1366
Overton v. Hewett, 3 Times L.R. 246 ..... 57, 58
Owen, In re, 4 DeG. & Sm. 351 430

P.

Packham v. Gregory, 4 Hare 396 594
Paladino v. Gustin, 15 P.R. 553 515
Palin v. Reid, 10 A.R. 63 ..... 512, 513, 583
Palmer, In re, [1893] 3 Ch. 369 1112
Palmer v. Hendrie, 28 Beav. 341 992
Palmer v. Justice Assurance Society, 6 E. & B. 1015 1175
Palmer v. Wallbridge, 15 S.C.R. 650 ..... 1579, 1583
Panama and South Pacific Telegraph Co. v. India Rubber Gutta Percha and Telegraph Works Co., L.R. 10 Ch. 515 1122
Paradis v. Campbell, 6 O.R. 632 681
Parent v. Cook, 2 O.L.R. 709, 3 O.L.R. 350 ..... 602, 636, 637
Parke, Re, 30 O.R. 498 52
Parker, In re, [1901] 1 Ch. 410 98
Parker, In re, Morgan v. Hill, [1894] 3 Ch. 400 75
Parker v. McKenna, L.R. 10 Ch. 96, at p. 118 1404
Parker v. Mitchell, 11 A. & E. 788 1433

PAGE
Parker v. South Eastern R.W. Co., 2 C.P.D. 416 276
Parker v. Sowerby, 17 Jur. 752 680
Parkes v. St. George, 2 O.R. 342, at p. 347 1478
Parry, In re, 42 Ch. D. 570, 583 1044
Partlo v. Todd, 17 S.C.R. 196 554
Paxton v. Jones, 6 P.R. 135 1301
Payne v. Coughell, 17 P.R. 39 636
Payne v. Marshall, 18 O.R. 488 1610
Pearce v. Chamberlain, 2 Ves. Sr. 33 1038
Pearce v. Foster, 17 Q.B.D. 536 954
Pearce v. Gardner, [1897] 1 Q.B. 688 396
Peareth v. Marriott, [1866] W.N. 48 472
Pearson v. Commercial Union Assurance Co., 1 App. Cas. 498 699
Pedler v. Hardy, 18 Times L.R. 591 421
Peebles v. Kyle, 4 Gr. 334 1572
Peel v. Catlow, 9 Sim. 372 ..... 680, 1111
Penfold v. Westcote, 2 B. & P.N.R. 335 100
Penn v. Lord Baltimore, 1 Ves. Sr. 444 1038
Penton v. Barnett, [1898] 1 Q.B. 276 746
Penton v. Grand Trunk R.W. Co. 28 U.C.R. 367 511
Percival v. Wright, [1902] 2 Ch. 421 1402
Perdue v. Canadian Pacific R.W. Co., 1 O.W.N. 665 1539
Perth Flax and Cordage Co., Re, 13 O.W.R. 1140 ..... 1097, 1098
Perth Mutual Fire Insurance Co. v. Eacrett. Printed Cases in Appeal, vol. 145, at p. 50 483
Petapseo Insurance Co. v. Coulter, 3 Peters (S.C.) 222, 233 .. 831
Pettigrew v. Grand Trunk R.W. Co., 22 O.L.R. 23 665
Pettigrew v. Grand Trunk R.W. Co., 2 O.W.N. 709 1243
Phillips v. City of Belleville, 9 O.L.R. 732, 6 O.W.R. 1, 11 O.L.R. 256 ..... 323, 324
Phillips v. Jones, 9 Sim. 519 1583
Phillips v. London and South Western R.W.Co., 5 C.P.D. 280.. 1542
Phillips v. Miller, L.R. 10 C.P. 423 725
Phillips v. Nairne, 4 C.B. 343, 350, 351 831
Phillips v. South Western R.W. Co., 4 Q.B.D. 406, 5 Q.B.D. 78 ..... 1542, 1569
Pigg v. Clarke, 3 Ch.D. 672 940
Pike v. Nicholas, L.R. 5 Ch. 251 500
Piller v. Roberts, 21 Ch.D. 198, 201 887
Pine Hill Lutheran Congregation Trustees v. St. Michael's Evangelical Church of Pine Hill, 48 Pa. St. 20 920
Pinhorn v. Souster, 8 Ex. 763, 772, 773 1647
Pirie v. Wyld, 11 O.R. 422 1114

PAGE

Pirung v. Dawson, 9 O.L.R. 248 ..... 638, 742
Pittard v. Oliver, [1891] 1 Q.B. 474 102
Plant v. Bourne, [1897] 2 Ch. 281 985
Playfair v. Musgrove, 14 M. & W. 239 1647
Polhill v. Walter, 3 B. & Ald. 114 509
Pollard v. Wright, 16 P.R. 505 806
Polson Iron Works Limited v. Laurie, 3 O.W.N. 213 513
Ponder v. Burmeister, [1909] S. Australian L.R. 62, 99 194
Port Elgin Public School Board v. Eby, 17 P.R. 58 1180
Potter's Trust, In re, L.R. 8 Eq. 52 681
Potter v. Duffield, L.R. 18 Eq. 4 397
Potter v. Metropolitan R.W. Co., 28 L.T.N.S. 231 439
Pow v. Township of West Oxford, 11 O.W.R. 115, 13 O.W. R. 162 1296
Powell v. London and Provincial Bank, [1893] 2 Ch. 555 ... 704
Power v. Griffin, 33 S.C.R. 39 1259
Powis v. Ontario Accident Co., 1 O.L.R. 54 234
Pratt v. Bunnell, 21 O.R. 1 144
Pratt v. Pratt, 2 Ex. 413 136
Pratt v. Waddington, 23 O.L.R. 178 ..... 213, 513
Prentice v. Consolidated Bank, 13 A.R. 69 1542
Price v. Jenkins, 4 Ch.D. 483, 5 Ch.D. 619 144
Price v. Worwood, 4 H. & N. 512 746
Pride v. Fooks, 3 DeG. & J. 252 681
Pringle v. City of Stratford, 20 O.L.R. 246 117
Prior v. Moore, 3 Times L.R. 624 396
Pritchard v. Pattison, 1 O.L.R. 37, 42 ..... 1512, 1513

Q.

Quartz Hill Gold Mining Co. v. Eyre, 11 Q.B. 674 414
Queen City Plate Glass Co., Re, Eastmure's Case, 1 O.W.N. 863 ..... 1233, 1234
Quinn v. Leatham, [1901] A.C. 510 1376

R.

Radcliffe v. Buckley, 10 Ves. 195 681
Railroad v. Delaney, 102 Tenn. 289, 294, 295 1004
Railway Sleepers Supply Co., In re, 29 Ch.D. 204 1298
Rally, Re, 25 O.L.R. 112 ..... 1439, 1459
Ram Coomar Coondoo v. Chunder Canto Mookerjee, 2 App. Cas. 186 616
Rangeley v. Midland R.W. Co., L.R. 3 Ch. 306, 310 1434

PAGE
Rankin v. Huskisson, 4 Sim. 13 748
Rasbotham v. Shropshire Union Railways and Canal Co., 24 Ch.D. 110 591
Ratcliffe v. Evans, [1892] 2 Q.B. 524 103
Rawlinson v. Duchess of Montague, 2 Vern. 667 680
Rawson v. Inhabitants of School District No. 5 in Uxbridge, 89 Mass. (7 Allen) 125 1663
Rayner, In re, [1904] 1 Ch. 176 285
Rea v. Steward, 2 M. & W. 424 136
Readhead v. Midland R.W. Co., L.R. 2 Q.B. 412, L.R. 4 Q.B. 379 513
Redgrave v. Hurd, 20 Ch.D. 1 279
Reece v. Miller, 8 Q.B.D. 626 1109
Reese River Silver Mining Co., In re, L.R. 2 Ch. 604 280
Reese River Silver Mining Co. v. Smith, L.R. 4 H.L. 64 968
Regina v. Barnardo, 23 Q.B.D. 305 1211
Regina v. Barnardo, Barnardo v. McHugh, [1891] 1 Q.B. 194, [1891] A.C. 388 392
Regina v. Bassett, 10 P.R. 386 354
Regina v. Biggins, 5 L.T.N.S. 605 441
Regina v. Boyd, Q.R. 5 Q.B. 1 1410
Regina v. Conservators of Thames, 8 A. & E. 901, 904 727
Regina v. Cramp, 5 Q.B.D. 307 1169
Regina v. Cyr, 12 P.R. 24 314
Regina v. Davy, 27 A.R. 508 1108
Regina v. Dean of Rochester, 17 Q.B. 1 923
Regina v. Fry, 67 L.J.Q.B. 67, 19 Cox C.C. 135, 62 J.P. 457. 1471
Regina v. Grand Trunk R.W. Co., 2 Ex. C.R. 132 475
Regina v. Greene, 4 Q.B. 646 ..... 613, 614
Regina v. Gyngall, [1893] 2 Q.B. 232 ..... 392, 1554
Regina v. Halifax Electric Tramway Co., 30 N.S.R. 469 1501
Regina v. Hawthorne, 2 Can. Crim. Cas. 468 843
Regina v. Justices of Kent, 24 Q.B.D. 181 1260
Regina v. Justices of Shropshire, 8 A. & E. 173 1298
Regina v. Lambourn Valley R.W. Co., 22 Q.B.D. 463 828
Regina v. McBerny, 3 Can. Crim. Cas. 339, 29 N.S.R. 327.. 1471
Regina v. McIntosh, 28 O.R. 603 1259
Regina v. McNamara, 20 O.R. 489 314
Regina v. Mayor, etc., of Bodmin, [1892] 2 Q.B. 21 728
Regina v. Mayor of London, 69 L.T.R. 721 1260
Regina v. Meyers, 1 Q.B.D. 173 923
Regina v. Murray, 27 U.C.R. 134 1259
Regina v. Organ, 11 P.R. 500 354
Regina v. Parker, 9 C. & P. 45 830

PAGE
Regina v. Patterson, 26 O.R. 656 1411
Regina v. Rand, L.R. 1 Q.B. 230 923
Regina v. Riley, Q.R. 7 Q.B. 198, 200 354
Regina v. St. Clair, 27 A.R. 308 ..... 314, 1627, 1628
Regina v. Smith, 17 Jur. 24, 22 L.J.N.S.Q.B. 117, 16 Eng. L. & Eq. 221 1552
Regina v. Stitt, 30 C.P. 30 1168
Regina v. Verral, 16 P.R. 444 734
Regina v. Ward, L.R. 8 Q.B. 210 171
Regina v. Weir (No. 3), 3 Can. Crim. Cas. 262 1411
Regina ex rel. Chauncey v. Billings, 12 P.R. 404 839
Regina ex rel. Clancy v. Conway, 46 U.C.R. 85, 86 1091
Regina ex rel. Clancy v. St. Jean, 46 U.C.R. 77, 81, 82 .. 1091, 1092
Regina ex rel. Grayson v. Bell, 1 U. 6 L.J. N.S. 130 1091
Regina ex rel. Halsted v. Ferris, 6 U.C.L.J.N.S. 266 1091
Regina ex rel. Harris v. Bradburn, 6 P.R. 308 171
Regina ex rel. Moore v. Nagle, 24 O.R. 507 1091
Regina ex rel. Regis v. Cusac, 6 P.R. 303 171
Regina ex rel. Telfer v. Allan, 1 P.R. 214 839
Reid v. Barnes, 25 O.R. 223 969
Reilly v. Doucette, 2 O.W.N. 1053 1647
Reinmiller v. Skidmore, 7 Lans. 161 1647
Reith v. Reith, Re, 16 O.L.R. 168 1328
Rennie v. Block, 26 S.C.R. 356 1154
Rex v. Ayer, 17 O.L.R. 509 843
Rex v. Bennett, 4 O.L.R. 205 613
Rex v. Brecknock, etc., Canal Co., 3 A. & E. 217, at p. 223. 727
Rex v. Brinkley, 14 O.L.R. 434 228
Rex v. Brisbois, 15 O.L.R. 264 441
Rex v. Burke (No. 2), 8 Can. Crim. Cas. 14 1471
Rex v. Collette, 10 Can. Crim. Cas. 286, 10 O.L.R. 718 354
Rex v. Creighton, 14 Can. Crim. Cas. 349 754
Rex v. Deane, 2 Show. 85 1647
Rex v. Dunkley, 1 O.W.N. 861 1471
Rex v. Ford, 2 A. & E. 588 727
Rex v. Guertin, 19 Man. L.R. 33 843
Rex v. Hamilton, 22 O.L.R. 484 229
Rex v. Irwing, 18 O.L.R. 320 441
Rex v. Johnson, [1909] 1 K.B. 439 353
Rex v. Justices of Queen's County, [1908] 2 I.R. 285 923
Rex v. Justices of Sunderland, [1901] 2 K.B. 357 923
Rex v. Justices of Tyrone, [1909] 2 I.R. 763 923
Rex v. Keeping, 4 Can. Crim. Cas. 494 314
Rex v. Lansing, 1 O.W.N. 186 1109

PAGE
Rex v. Larwood, Carthew 306 1092
Rex v. Leconte, 11 O.L.R. 408 ..... 314, 1629
Rex v. Lee Guey, 15 O.L.R. 235 1413
Rex v. Lovitt, [1912] A.C. 212 789
Rex v. Mayor, etc., of Winchester, 7 A. & E. 215 1091
Rex v. Meceklette, 18 O.L.R. 408 441
Rex v. Meehan (No. 2), 5 Can. Crim. Cas. 312 52
Rex v. St. Catharines Hydraulic Co., 43 S.C.R. 595 770
Rex v. St. Pierre, 4 O.L.R. 76 ..... 958, 1217
Rex v. Sciarrone, 1 O.W.N. 416 441
Rex v. Sheehan, 14 Can. Crim. Cas. 119, 120 354
Rex v. Simmons, 17 O.L.R. 239 441
Rex v. Sutherland, 2 O.W.N. 595 1471
Rex v. Swyer, 10 B. & C. 486 1091
Rex v. Teasdale, 20 O.L.R. 382 441
Rex v. Van Norman, 19 O.L.R. 447 1217
Rex v. Ward, 4 A. & E. 384 1434
Rex v. White, 18 O.L.R. 640 1414
Rex v. Woods, 6 O.L.R. 41 228
Rex ex rel. Ivison v. Irwin, 4 O.L.R. 192 425
Rex ex rel. McLeod v. Bathurst, 5 O.L.R. 573 171
Reynolds v. Accidental Insurance Co., 22 L.T.R. 820 831
Reynolds v. Reynolds, 26 Times L.R. 104 1591
Rhodes v. Dawson, 16 Q.B.D. 548 892
Ricardo v. Maidenhead Local Board of Health, 2 H. & N. 257 1261
Rice v. Galbraith, 26 O.L.R. 43 1493
Rice v. Marine Construction Co., 3 O.W.N. 1080 1242
Rice v. Provincial Insurance Co., 17 C.P. 548 485
Rich v. Melancthon Board of Health, 3 O.W.N. 826 1271
Richard Evans & Co. Limited v. Astley, [1911] A.C. 674, 678. 834
Richards v. Fry, 7 A. & E. 698 1433
Richards v. Gellatly, L.R. 7 C.P. 127, 161 209
Richards v. Jenkins, 17 Q.B.D. 544, 18 Q.B.D. 451 1099
Richardson, In re, L.R. 12 Eq. 398 991
Richardson, Re, 3 Ch. Ch.R. 144 197
Rickard v. Robson, 31 Beav. 244 925
Ridgeway v. Sneyd, Kay 632 1579
Ridgway v. Wharton, 6 H.L.C. 238 ..... 396, 564
Ridler, In re, 22 Ch.D. 74 144
Riel v. The Queen, 10 App. Cas. 675, 678 1501
Rimmer v. Knowles, 22 W.R. 574, 30 L.T.R. 496 589
River Wear Commissioners v. Adamson, 2 App. Cas. 743, 763 1313

PAGE
Robb v. Robb, 20 O.R. 591 560
Roberts v. Bury Commissioners, L.R. 4 C.P. 755, L.R. 5 C.P. 310 ..... 544, 1339
Roberts v. Gwyrfai District Council, [1899] 2 Ch. 608 493
Roberts v. Hall, 1 O.R. 388 ..... 935, 1552
Robertson, Re, 24 Gr. 442 1265
Robertson and Defoe, Re, 25 O.L.R. 286, 3 O.W.N. 431 ..1206, 1661
Robertson and Township of North Easthope, In re, 15 O.R. 423, 16 A.R. 214 326
Robertson v. Allan, 77 L.J.K.B. 1072 982
Robertson v. Broadbent, 8 App. Cas. 812 ..... 274, 275
Robertson v. McOuet, 17 O.W.R. 852 194
Robertson v. Robertson, 25 Gr. 486 ..... 379, 1265
Robinson v. Grange, 18 U.C.R. 260 1237
Robinson v. Morris, 15 O.L.R. 649 840
Robinson v. Pett, 2 W. & T.L.C. Eq. 214 1050
Robinson v. Rapelje, 4 U.C.R. 289 628
Rochdale Canal Co. v. Radcliffe, 18 Q.B. 287 ..... 1434, 1435
Rochefoucauld v. Boustead, [1897] 1 Ch. 196 508
Rochester, Township of, and Township of Meresa, In re, 2 O.L.R. 435 1519
Roddy v. Fitzgerald, 6 H.L.C. 823 185
Rodgers v. Hamilton Cotton Co., 23 O.R. 425 ..... 448, 1002
Roe dem. Goatly v. Paine, 2 Camp. 520 746
Rogers v. Carmichael, 21 O.R. 658 ..... 594, 681
Rogers v. Clifton, 3 B. & P. 587 1004
Rogers v. Hosegood, [1900] 2 Ch. 388, 409 ..... 433, 1662, 1664
Rogers v. Ingham, 3 Ch.D. 351, at p. 355 943
Rose v. Rose, 17 Ves. 347 137
Rose v. Spear, [1911] 2 K.B. 234 568
Rose v. Spicer, [1911] 1 K.B. 234 749
Rosenbaum v. Belson, [1900] 2 Ch. 267 396
Rosher, In re, 26 Ch.D. 801 132
Ross v. Chandler, 19 O.L.R. 584, 45 S.C.R. 127 462
Ross v. Grand Trunk R.W. Co., 10 O.R. 447 991
Ross v. Robertson, 7 O.L.R. 494 1351
Ross v. Ross, 20 Gr. 203 1571
Ross v. Township of London, 20 O.L.R. 578, 23 O.L.R. 74 . 827
Ross v. Village of Portsmouth, 17 C.P. 195 1551
Rossiter v. Miller, 3 App. Cas. 1124 ..... 300, 397, 564
Rowley v. London and North Western R.W. Co., L.R. 8 Ex. 221 1569
Royal Canadian Bank v. Cummer, 15 Gr. 627 1362
Rudd v. Lascelles, [1900] 1 Ch. 815 77

PAGE
Rudd Paper Box Co. v. Rice, 2 O.W.N. 1417 1428
Rudge v. Richens, L.R. 8 C.P. 358 992
Ruel v. Tatnell, 29 W.R. 172 101
Rush and Village of Bobcaygeon, In re, 44 U.C.R. 199 1259
Rushton v. Grand Trunk R.W. Co., 6 O.L.R. 425 259
Russel v. Lefrançois, 8 SC.R. 335 1223
Russel v. Russel, 1 Bro. C.C. 269 1361
Russell, Ex p., 19 Ch. D. 588 144
Russell v. Davey, 6 Gr. 165 838
Russell v. Hatfield, 2 Pat. Cas. 144 1009
Rust v. Victoria Graving Dock Co., 36 Ch. D. 113 710
Rutherford v. Rutherford, 17 P.R. 228 1595
Ryan, Re, 32 O.R. 224 1610
Ryan v. Cameron, 16 P.R. 235 888
Ryan v. Mutual Tontine Westminster Chambers Association, [1893] 116, 124 748

S.

S., Re, 14 O.L.R. 536 1573
Sackett v. Owen, 2 Chit. 39 420
Sager v. Sheffer, 2 O.W.N. 671 ..... 589, 816
St. Helens Smelting Co. v. Tipping, 11 H.L. 642, 35 L.J. Q.B. 66 206
St. John, Lord, v. Lady St. John, 11 Ves. 531 1553
St. Leonards, Shoreditch, Guardians of the Poor of the Parish of, v. Franklin, 3 C.P.D. 377, 9 L.T.R. 122 1059
Salford, Mayor, etc., of, v. County Council of Lancashire, 25 Q.B.D. 384 828
Salisbury, Marquis of, v. Ray, 8 C.B.N.S. 193 1175
Salmon Falls Manufacturing Co. v. Goddard, 14 Howard (S.C.U.S.) 446 397
Saltash, Corporation of, v. Jackman, 1 D. & L. 851 1205
Saltfleet, In re Local Option By-law of Township of, 16 O.L.R. 293 ..... 26, 423, 424, 1165
Sandon v. Byron, 35 S.C.R. 309 1508
Sandys, Ex p., 42 Ch. D. 98, 117 1076
Sangar v. Gardiner, C. P. Coop. (Prac.) 262 614
Sarl v. Bourdillon, 1 C.B.N.S. 188 397
Saskatchewan Land and Homestead Co. v. Leadlay, 9 O.L.R. 556 1081
Sato v. Hubbard, 6 A.R. 546 92
Saulet v. Shepherd, 4 Wall. (S.C.U.S.) 502 1599
Sault Ste. Marie Pulp and Paper Co. v. Myers, 33 S.C.R. 23 ..... 698, 1002

PAGE
Saunders v. Dence, 62 L.T. 644, 646 396
Saunders v. Evans, 8 H.L.C. 721, at p. 729 1663
Savage v. Canadian Pacific R.W. Co., 16 Man. L.R. at p. 386.. 961
Savereux v. Tourangeau, 16 O.L.R. 600 94
Savile v. Roberts, 1 Ld. Raym. 374 414
Savory v. Dyer, Dick. 162, 1 Ambl. 139 680
Sawyer, Re, 124 U.S. 200 566
Sawyer v. Pringle, 18 A.R., at p. 224 663
Scammell v. China Mutual Insurance Co., 164 Mass. 341.. 701
Schmarr, In re, [1902] 1 Ch. 326 615
Schools, The, v. Risley, 10 Wall. (S.C.U.S.) 90 1600
Schwent v. Roetter, 21 O.L.R. 112 1610
Scobie v. Collins, [1895] 1 Q.B. 375, 377 1646
Scott v. Membery, 3 O.L.R. 252 1331
Scott v. Shepherd, 2 W.Bl. 892, 1 Sm. L.C., 11th ed., p. 454 . 253
Scott v. Stanford, L.R. 3 Eq. 718 501
Scrivener v. Great Northern R.W. Co., 19 W.R. 388 1363
Sealy, Re, 85 L.T.R. 451 911
Seaman v. Perry, 9 O.W.R. 537, 761 810
Sellars v. Village of Dutton, 7 O.L.R. 646 827
Serle, In re, [1898] 1 Ch. 652 746
Shaftsbury v. Hannam, Finch R. 323 1211
Sharpe v. White, 20 O.L.R. 575 717
Shaw v. Tassie, 17 P.R. 315 (*n*) 57
Shea v. John Inglis Co. Limited, 11 O.L.R. 124, 12 O.L.R. 80 825
Shepley v. Hurd, 3 A.R. 549 266
Sheppard v. Sheppard, 14 Gr. 174 1265
Sherer v. Bishop, 4 Bro. C.C. 55 910
Sherlock v. Powell, 26 A.R. 407 ..... 577, 578
Sherren v. Pearson, 14 S.C.R. 585 1348
Shier (J. D.) Lumber Co. and Township of Lawrence, Re, 14 O.L.R. 210 38
Shilliber v. Glyn, 2 M. & W. 143 582
Shinglemeyer v. Wright, 124 Mich. 230, 240 1004
Sidebotham v. Watson, 11 Hare 170 275
Silver v. Spearman, 74 L.T.R. 132 1061
Simmons v. "Liberal Opinion" (Limited), Re Dunn, 27 Times L.R. 278 1444
Simmons v. Malling Rural District Council, [1897] 2 Q.B. 433, 438 1467
Simmons v. Montague, [1909] 1 I.R. 87 1362
Simpson v. Attorney-General, [1904] A.C. 493 ....468, 1049, 1507
Sims v. Doughty, 5 Ves. 243 1354
Sisson v. Ellis, 19 U.C.R. 559, 567 166

PAGE
Siven v. Temiskaming Mining Co., 3 O.W.N. 695 1002
Skillings v. Royal Insurance Co., 6 O.L.R. 401, 405 700
Skull v. Glenister, 16 C.B.N.S. 81 740
Skrymsher v. Northcote, 1 Swans. 566 ..... 97, 98
Slater v. Laberee, 9 O.L.R. 545, 547 1650
Slattery v. Naylor, 13 App. Cas. 446 1467
Slowman v. Dutton, 10 Bing. 402 100
Small v. Nairne, 13 Q.B. 840 691
Smallman v. Goolden, 1 Cox Eq. 329 275
Smell v. Dee, 2 Salk. 415 680
Smith, Ex p., In re Collie, 2 Ch.D. 51 636
Smith, In re, 35 Ch.D. 558 681
Smith v. Chadwick, 9 App. Cas. 187 ..... 280, 968
Smith v. Chorley District Council, [1897] 1 Q.B. 532 828
Smith v. Coleman, 22 Gr. 506 1572
Smith v. Mason, 17 P.R. 444 1214
Smith v. Matthews, 7 O.W.R. 598, 9 O.W.R. 62 636
Smith v. Norton, 7 U.C.L.J.O.S. 263 378
Smith v. Pybus, 9 Ves. 566, at p. 575 679
Smith v. Reid, 17 O.L.R. 265 ..... 522, 1334
Smith v. Royal Canadian Yacht Club, 3 O.W.N. 19 1416
Smith v. Smith, 8 Sim. 353, 357 681
Smith v. Smith, 22 O.L.R. 127 1353
Smith v. St. Louis Public Schools, 30 Mo. 290 1599
Smith v. Ward, Cro. Jac. 674 100
Smith v. Whitmore, 2 DeG. J. & S. 297 421
Smith v. Wood, 3 Camp. 323, 14 R.R. 752 1004
Smyth, Ex p., 3 A. & E. 719 1261
Smyth v. Stephenson, 17 P.R. 374 515
Snag v. Gee, 4 Co. R. 16 *a* 100
Snider v. Snider, Snider v. Orr, 11 P.R. 140 1035
Solicitor, Re, 14 O.L.R. 464 1275
Solicitor, Re, 21 O.L.R. 255, 22 O.L.R. 30 1133
Solicitor, Re, 12 O.W.R. 1074 ..... 196, 197
South-Eastern R.W. Co. v. Associated Portland Cement Manufacturers, [1910] 1 Ch. 12 95
South Essex, etc., Co., In re, L.R. 4 Ch. 215, 217 1479
South Wales R.W. Co. v. Wythes, 5 DeG. M. & G. 880 ... 986
Southwark Waterworks Co. v. Quick, 3 Q.B.D. 315 930
Southwell v. Shedden Forwarding Co., 2 O.W.N. 562 337
Spence v. Alaskan Packers' Association, 35 S.C.R. 362 302
Spiers v. English, [1907] P. 122 194
Stalworth v. Inns, 13 M. & W. 466 421
Standard Construction Co. v. Wallberg, 20 O.L.R. 646 1511

PAGE
Standard Realty Co. v. Nicholson, 24 O.L.R. 46 508
Standard Trading Co. v. Seybold, 1 O.W.R. 650 .....1239, 1302
Stanger, In Re, 60 L.J.N.S. Ch. 326 708
Stanton and Board of Audit of County of Elgin, In re, 3 O.R. 86 282
Starr v. Mayor, etc., of Exeter, 2 Lev. 116, 2 Show. 158 1092
State v. Gerhardt, 145 Ind. 439 326
State v. Harrell, Geo. Dec. 130 1236
Stavers v. Curling, 6 L.J.C.P. 44 577
Stavert v. McMillan, 21 O.L.R. 245, 24 O.L.R. 456 ...348, 350, 849
Stavert v. McNaught, 18 O.L.R. 370 1281
Stecher Lithographic Co. v. Ontario Seed Co., 22 O.L.R. 577, 24 O.L.R. 503 438
Steele v. Gourley, 3 Times L.R. 119, 772 58
Steen v. Steen, 9 O.W.R. 65, 10 O.W.R. 720 1039
Steere v. Smith, 2 Times L.R. 131 .....816, 1653
Stephens v. Toronto R.W. Co., 11 O.L.R. 19 825
Stevens v. Cook, 10 Gr. 410 1614
Stewart v. Sullivan, 11 P.R. 529 1513
Stiles v. Cardiff Steam Navigation Co., 33 L.J.Q.B. 310 1126
Stiles v. Galinski, [1904] 1 K.B. 615 1467
Stokes, Ex p., 1 DeG. 618 75
Stokes v. Moore, 1 Cox Eq. 219, 1 R.R. 24 397
Scott v. London and Lancashire Fire Insurance Co., 21 O.R. 312 484
Stow v. Currie, 14 O.W.R. 62, 154 373
Stowell v. Robinson, 3 Bing. N.C. 928 1490
Stratford Gas Co. v. Gordon, 14 P.R. 407, 410, 414 ....103, 104, 236, 255, 1079, 1082
Stratton v. Vachon, 44 S.C.R. 395 .....589, 816, 1147, 1493
Street v. Gover, 2 Q.B.D. 498 1338
Strother v. Dutton, 1 DeG. & J. 675 680
Stuart v. Bank of Montreal, 41 S.C.R. 516 1019
Stuart v. Hamilton Jockey Club, 2 O.W.N. 254 637
Stubbs v. Sargon, 2 Keen 255, 3 My. & Cr. 507, 6 L.J.N.S. Ch. 255 519
Studds v. Watson, 28 Ch.D. 305 564
Sturgeon v. Port Burwell Fish Co., 7 O.W.R. 359, 360, 380. 1451
Sturmer and Town of Beaverton, Re, 24 O.L.R. 65, 25 O.L.R. 190, 2 O.W.N. 1053, 3 O.W.N. 333, 613, 715 ..171, 333, 1009
Suffolk v. Lawrence, 32 W.R. 899 1459
Sutherland v. Grand Trunk R.W. Co., 18 O.L.R. 139 ...276, 1346
Sutherland-Innes Co. v. Township of Romney, 30 S.C.R. 495. 1519
Sutton v. Saddler, 3 C.B.N.S. 87, 99 1268

PAGE
Sutton v. Smith, 13 Mo. 120 1004
Swaisland v. Davidson, 3 O.R. 320 360
Swaisland v. Grand Trunk R.W. Co., 3 O.W.N. 960 ..1284, 1335
Swanston v. Clay, 3 DeG. J. & S. 558 1363
Sykes v. Sacerdoti, 15 Q.B.D. 423 1279
Sykes v. Sykes, 4 C.P. 645 1009
Symons v. Palmers, [1911] 11 K.B. 259 774

T.

T. v. D., 15 O.L.R. 224 995
Tackey v. McBain, [1912] A.C. 186 968
Taggart v. Bennett, Re, 6 O.L.R. 74 91
Tallerman v. Dowsing Radiant Heat Co., [1900] 1 Ch. 1, 9. 731
Taplin v. Barrett, 6 Times L.R. 30 1653
Taylor v. Cole, 3 T.R. 292 1647
Taylor v. Gillies, 59 N.Y. 331 732
Taylor v. Grand Trunk R.W. Co., 4 O.L.R. 357, 362 276
Taylor v. Taylor, 6 O.L.R. 356, 545 .....64, 845
Tempest v. Tempest, 7 D.M. & G. 470, 473 668
Templer, Ex p., 2 Saund. & C. 169 935
Thayer v. Walthem, 44 S.W. Repr. 906, 909 285
Thibaudeau v. Paul, 26 O.R. 385 .....1097, 1098
Third National Bank v. Armstrong, 25 Minn. 530 662
Thomas v. Dering, 1 Keen 729 397
Thomas v. Quartermain, 18 Q.B.D. 685 .....1001, 1002
Thomas v. Sutters, [1900] 1 Ch. 10, 15 1503
Thompson v. Adams, 23 Q.B.D. 361 701
Thompson v. Bernard, 1 Camp. 48 100
Thompson v. Eastwood, 2 App. Cas. 215 258
Thompson v. Freeman, 15 Gr. 385 1050
Thomson v. Shakespear, 1 DeG. F. & J. 399 925
Thornhill v. Thornhill, 4 Madd. 377 .....681, 1111
Thornton v. France, [1897] 2 Q.B. 143 147
Thornton v. Place, 1 Moo. & R. 218 577
Thorpe v. Richards, 15 Gr. 403 1265
Thurkill, Re, Perrin v. Wood, 21 Gr. 492 1478
Tibbs v. Smith, 3 Salk. 325, T. Raym. 33 100
Tichborne v. Weir, 8 Times L.R. 713 148
Tilbury West, Township of, v. Township of Romney, 19 P.R. 242 350
Tilling v. Dick, [1905] 1 K.B. at p. 571 1066
Tilton, Re, 19 Abb. Pr. 50 1236
Tindall v. Hayward, 7 U.C.L.J.O.S. 243 .....582, 583
Tomlinson v. Brittlebank, 4 B. & Ad. 630 .....100, 101

PAGE

Tone, Conservators of the River, v. Ash, 10 B. & C. 349, 8 L.J.O.S. K.B. 226 1444
Toothe v. Frederick, 14 P.R. 287 149
Topham v. Morecraft, 8 E. & B. 972 733
Toppin v. Healey, 11 W.R. 466 589
Toronto, City of, v. Schultz, 19 O.W.R. 1013 1063
Toronto, City of, v. Ward, 18 O.L.R. 214 99
Toronto, City of, v. Wheeler, 3 O.W.N. 1424 1644
Toronto Corporation v. Bell Telephone Co., [1905] A.C. 52..78, 608
Toronto Cream and Butter Co. v. Crown Bank, 16 O.L.R. 400, 419 1545
Toronto Furnace Crematory Co. v. Ewing, 1 O.W.N. 467... 1311
Toronto Industrial Exhibition Association v. Houston, 9 O. L.R. 527 690
Toronto Public Library Board v. City of Toronto, 19 P.R. 329, 332 827
Toronto R.W. Co. v. King, [1908] A.C. 260 302
Torrance v. Bolton, L.R. 8 Ch. 118 280
Torrop v. Imperial Fire Insurance Co., 26 S.C.R. 585 1523
Tottenham v. Byrne, 12 Ir. C.L.R. 376 437
Toulmin v. Millar, 58 L.T.R. 96 589
Towart v. Sellers, 5 Dowl. P.C. 245 1224
Town v. Borden, 1 O.R. 327 594
Townsend v. Champernown, 1 Y. & J. 449 1602
Townsend v. Northern Crown Bank, 1 O.W.N. 69, 19 O.L.R. 489 640
Trebilcock v. Trebilcock, 2 O.W.N. 303 604
Trego v. Hunt, [1896] A.C. 7 428
Trethewey v. Trethewey, 10 O.W.R. 893 ..... 176, 259
Trevor v. Whitworth, 12 App. Cas. 409 1077
Trew v. Railway Passengers Assurance Co., 5 H. & N. 211, 7 Jur. N.S. 878 831
Trice v. Robinson, 16 O.R. 433 252
Trilby v. Official Receiver, 13 App. Cas. 523 1097
Trimble v. Hill, 5 App. Cas. 342 ..... 30, 133
Trumble v. Hortin, 22 A.R. 51 628
Turner, Re, 3 O.W.N. 1438 1459
Turner v. Barnes, 2 B. & S. 435, 452 1646
Turner v. Doe d. Bennett, 9 M. & W. 643, 645, 646 520
Turner v. Turner, 1 J. & W. 47 474
Tytler v. Canadian Pacific R.W. Co., 29 O.R. 654 789

U.

PAGE
Underwood and Bedford and Cambridge R.W. Co., In re, 11 C.B.N.S. 442 420
Union Bank of Canada v. Aymer, 3 O.W.N. 773 1156
Union Bank of Halifax v. Dickie, 41 S.C.R. 13 1382
United States v. Bradley, 10 Peters 343 1091
United States Bank v. Dandridge, 12 Wheat. 64 1091
Universal Skirt Manufacturing Co. v. Gormley, 17 O.L.R. 114, 136 1647
Utterson Lumber Co. v. Rennie, 21 S.C.R. 218 838

V.

Valentini v. Canali, 24 Q.B.D. 166 1366
Vano v. Canadian Coloured Cotton Mills Co., 21 O.L.R. 144 .. 1213
Vaughan v. Richardson, 17 S.C.R. 703 863
Venn, In re, Loudon v. Ingram, [1904] 2 Ch. 52 102
Venner v. Sun Life Insurance Co., 17 S.C.R. 394 835
Verral v. Dominion Automobile Co., 3 O.W.N. 108, 24 O.L.R. 551 522
Vickers v. Municipality of Shuniah, 22 Gr. 410 566
Vineberg v. Grand Trunk R.W. Co., 13 A.R. 93 511
Vineberg v. Guardian Assurance Co., 19 A.R. 293 924
Von Lindenhaugh v. Desborough, 3 Moo. & Ry. 45 1374

W.

Wade v. Pakenham, 2 O.W.R. 1183 ..... 636, 772
Waggoner v. Speck, 3 Ohio 292 1647
Walker, In re, [1905] 1 Ch. 172, 173 1307
Walker v. Boughner, 18 O.R. 448 1042
Walker v. Maitland, 5 B. & Ald. 171, 175 831
Walkerville Match Co. v. Scottish Union and National Insurance Co., 6 O.L.R. 674 700
Wallbridge v. Gaujot, 14 A.R. 460, 15 S.C.R. 650 ..... 1579, 1583
Walsh v. Lonsdale, 21 Ch.D. 9 653
Walter v. Andrews, 18 Gr. at p. 640 768
Ward v. Benson, 3 O.L.R. 199 1157
Ward v. Robins, 15 M. & W. 237, 242 1433
Waring v. Cunliffe, 1 Ves. at p. 99 474
Waring v. Waring, 2 Phill. Ecc. 132 1448
Warner v. Willington, 3 Drew. 523, 530 397
Warr v. Jolly, 6 C. & P. 497 1004
Waterhouse v. Jameson, L.R. 2 H.L. Sc. 29, 38 1479

PAGE

Waterous Engine Works Co. v. Town of Palmerston, 21 S.C.R. 556 600
Waters v. Donnelly, 9 O.R. 391 1104
Waters v. Merchants' Louisville Insurance Co., 11 Peters (S.C.) 213 831
Waters v. Waters, 2 DeG. & Sm. 591, 599 905
Watkins, In re, [1911] 1 Ch. 1 938
Watters, Re, 13 O.W.R. 385 139
Waugh v. Waugh, 2 My. & K. 41 ..... 680, 1111
Weatherston v. Hawkins, 1 T.R. 110 1004
Weaver v. Sawyer, 16 A.R. 422 92
Webber v. Lee, 9 Q.B.D. 315 508
Webster's Estate, In re, 23 Ch.D. 737, 739 1111
Webster v. Leys, 28 Gr. 475 594
Weekes Settlement, In re, [1897] 1 Ch. 289 708
Weinbach's Executor v. First National Bank of Easton, 21 Am. Law Reg. N.S. 29 689
Wells v. Supreme Court of the Independent Order of Foresters, 17 O.R. 317 ..... 264, 1523
Welton v. Saffery, [1897] A.C. 299 ..... 1076, 1077
Wenger v. Lamont, 41 S.C.R. 603 1382
Wenspear v. Accident Insurance Co., 6 Q.B.D. 42 831
Wentworth v. Lloyd, 10 H.L.C. 589 280
Wertheim v. Chicoutimi Pulp Co., [1911] A.C. 301 452
West, Re, (1894) not reported 760
West Leigh Colliery Co. v. Tunnicliffe & Hampson Limited, [1908] A.C. 27 ..... 710, 711
Westbrook v. Australian Mail Steam Navigation Co., 23 L.J.N.S.C.P. 42 1205
Western Assurance Co. v. Doull, 12 S.C.R. 446 1523
Western Assurance Co. v. Harrison, 33 S.C.R. 473 484
Western National Bank of City of New York v. Perez Triana & Co., [1891] 1 Q.B. 304 789
Western of Canada Oil Lands Co., Re, 6 Ch.D. 109 214
Westfield Bank v. Cornen, 37 N.Y. (10 Tiff.) 322 299
Westmeath's (Lord) Case, Jacob 251 1552
Weston v. Perry, 1 O.W.N. 155 897
Westwood v. Secretary of State, 7 L.T.N.S. 736, 11 W.R. 261, 262 1339
Wheatley v. Low, Cro. Jac. 668 582
White v. Bastedo, 15 Gr. 546 1265
White v. Mellin, [1895] A.C. at p. 167 1079
White v. Newcomb, 25 N.Y. App. Div. 397, 401 1004
White v. Sage, 19 A.R. 135 1104

PAGE

White v. Wilson, 13 Ves. 87, at p. 91 905
Whitechurch Limited v. Cavanagh, [1902] A.C. 117 583
Whitehead v. Greetham, 2 Bing. at p. 468 582
Whitehouse v. Fellowes, 10 C.B.N.S. 765 709
Whitford v. Laidler, 94 N.Y. 145 58
Wicks v. Dowell & Co., [1905] 2 K.B. 225, 228 831
Widdicombe v. Chiles, 73 S.W. Repr. 444 1600
Wiedemann v. Walpole, [1891] 2 Q.B. 534, 537 ..... 143, 209
Wilcox v. Stetter, Re, 7 O.W.R. 65 1328
Wilde v. Watson, L.R. 1 Ir. 402 396
Wildy v. Doe ex dem. Bonney, 26 Miss. 35 1647
Wilding v. Bean, [1891] 1 Q.B. 100 64
Wilkinson v. Alston, 41 L.T.R. 394, 48 L.J.Q.B. 733 ..... 816, 1378, 1654
Wilkinson v. Martin, 8 C. & P. 1 ..... 589, 1378, 1653
William Whiteley Limited v. The King, 101 L.T.R. 741 943
Williams, In re, [1897] 2 Ch. 12 1325
Williams, In re, 1 Ch. Ch.R. 372 274
Williams, Re, 4 O.L.R. 501 760
Williams, Re, 5 O.L.R. 345 681
Williams, Re, 7 O.L.R. 156 1265
Williams and Town of Brampton, Re, 17 O.L.R. 398 443
Williams v. Citizens, 40 Ark. 290 326
Williams v. Jordan, 6 Ch.D. 517, 520 397
Williams v. McGrade, 13 Minn. 174 1647
Williams v. Township of Raleigh, 14 P.R. 50 ..... 888, 1085, 1205
Williamson v. Norris, 1 Q.B. 7 121
Willmott v. Barber, [1881] W.N. 107 748
Wilson v. Boulter, 18 P.R. 107 636
Wilson v. Boulter, 26 A.R. 184, 190 13
Wilson v. Brett, 11 M. & W. 113, 115, 116 511
Wilson v. Davies, 10 O.W.R. 315 983
Wilson v. Deacon, 2 O.W.N. 1229 589
Wilson v. Fleming, 1 O.L.R. 599 1155
Wilson v. Grand Trunk R.W. Co., 56 Me. 60, 57 Me. 138 511
Wilson Lumber Co. v. Simpson, 22 O.L.R. 452, 23 O.L.R. 253, 2 O.W.N. 410, 799 ..... 230, 390, 1125
Windsor Fair Grounds Association v. Highland Park Club, 19 P.R. 130 636
Wing v. Harvey, 5 DeG. M. & G. 265 ..... 263, 264, 1523
Winter v. Mouseley, 2 B. & Ald. 802 943
Wiscasset v. Thursby, 3 Me. 207 1060
Wise v. Perpetual Trustee Co., [1903] A.C. 139 58
Wolf v. Tait, 4 Man. L.R. 59 589

PAGE
Wood v. Maine Central R.R. Co., 98 Me. 98 511
Wood v. Riley, L.R. 3 C.P. 27 1648
Wood v. Waud, 3 Ex. 748 ..... 494, 1435
Woodfall v. Clifton, [1905] 2 Ch. 257 95
Woolsey v. Canadian Northern R.W. Co., 11 O.W.R. 1030. 301
Wooster v. Canada Brass Co., 7 O.W.R. 748, 807 1509
Worboe v. Humboldt, 14 Nev. 123, at p. 131 1236
Worthington Corporation v. Heather, [1906] 2 Ch. 532 95
Worthington v. Jeffries, L.R. 10 C.P. 379 1261
Worts v. Worts, 18 O.R. 332 285
Wright v. Grand Trunk R.W. Co., 12 O.L.R. 114 1278
Wright v. Kerrigan, [1911] 2 I.R. 301 834
Wright v. Williams, 1 M. & W. 77 1433
Wright v. Wright, 12 P.R. 42 1513
Wyatt v. Attorney-General, [1911] A.C. 489 1433
Wycott v. Campbell, 31 U.C.R. 584 589
Wyld v. Pickford, 8 M. & W. 443, 460 511
Wylson v. Dunn, 34 Ch.D. 569, 575 564

Y.

Yates v. Yates, 28 Beav. 639 939
Yeap Cleah Neo v. Ong Cheng Neo, L.R. 6 P.C. 381 ..... 915, 925
Yeates v. Reed, 4 Blackf. (Ind.) 463, 465 1004
Yorkshire Insurance Co. v. Clayton, 8 Q.B.D. 421, 424 433
Yorkshire Provident Life Assurance Co. v. Gilbert & Rivington, [1895] 2 Q.B. 148 889
Young v. Bankier, [1893] A.C. 691 492
Young v. Higgon, 6 M. & W. 49 1298
Young v. Hoffman, [1907] 2 K.B. 646 1416
Young v. Scottish Union and National Insurance Co., 24 Times L.R. 73 1334
Young v. Town of Gravenhurst, 3 O.W.N. 10 269

The
Ontario Weekly Notes

Vol. III. TORONTO, SEPTEMBER 20, 1911. No. 1.

COURT OF APPEAL.

SEPTEMBER 13TH, 1911.

RE MACDONALD AND MACDONALD.

Arbitration and Award—Determining Price to be Paid for Shares in Company—Basis of Valuation—Terms of Submission—Construction—Books of Company—Value of Assets—Artificial or Real.

An appeal by John Macdonald and two others from the order of a Divisional Court (2 O.W.N. 207) reversing the order of SUTHERLAND, J., 1 O.W.N. 505, which dismissed the motion of James Fraser Macdonald against an award of three arbitrators respecting the sale and purchase of certain shares in John Macdonald & Company Limited. MEREDITH, C.J., dissented from the judgment of his colleagues in the Divisional Court.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, and MAGEE, JJ.A.

I. F. Hellmuth, K.C., and G. W. Mason, for the appellants.

W. H. Irving, for James Fraser Macdonald.

MACLAREN, J.A.:—The award in question was made under the provisions of a certain agreement of the 31st January, 1906, between the members of the firm of John Macdonald & Company, as to the transfer of the partnership assets to a limited liability company, and the purchase by the remaining partners of the shares of one of such partners desiring to sell. It was provided by clause 4 of this agreement that, if one of the partners desired to sell his shares, he should give notice in writing to the other shareholders, who should have the right for thirty days thereafter to purchase such shares. Then follows clause 5 of the agreement, from which the difficulty arose, and which reads as follows: "Should the said stock be not purchased by a share-

holder within the said thirty days and remain unsold for a period of sixty days after such notice, the said stock shall be taken over by the remaining shareholders, at a valuation to be determined by the award of two out of three arbitrators in the ordinary way. In arriving at such value, the arbitrators shall not go behind the entries contained in the books of the company, but may take other matters into consideration in determining the value of the stock."

James Fraser Macdonald, one of the partners, who became a shareholder, gave notice that he desired to sell his 1,300 shares. No sale being made within the sixty days, three arbitrators were appointed. The arbitrators made a unanimous award that the value of the 1,300 shares was $88,400. At the request of counsel for James Fraser Macdonald, the arbitrators certified that he had put forward a claim that a certain balance sheet of the 1st June, 1909, formed the controlling basis for arriving at the value of the shares, and that the arbitrators should not have received evidence as to the value of certain real estate and insurance set forth in the statement, and in so doing were going contrary to clause 5 in the agreement above quoted, and were going "behind the entries contained in the books of the company."

It appears that the company, in preparing its annual balance sheets, adopted a practice which had been followed by the partnership, which had entered two items of its real estate and certain endowment insurance on the lives of its members, not at their actual or ascertained value, but in one instance at the amount of the debt due by the debtor from whom the real estate had been taken over as security, and in the other instance at the net cost of the real estate, and in the case of the insurance at the amount which had been paid by the partnership and company. The books of the partnership and company shewed what amounts had been so paid, and that the amounts entered in the balance sheet opposite the real estate and insurance had been so made up.

In my opinion, the position taken on behalf of James Fraser Macdonald is untenable. The entry in the balance sheet "York and King street real estate, $149,720.18," when read in the light of the entries regarding it in the books, evidently does not mean the value put upon it, but the amount of the debt due to the company by the debtor from whom it had been taken over. It does not appear whether or not the debtor had been released; but it does appear that, while the firm or company were carrying this asset, and until they were able to realise upon it, they chose to enter it at the amount due by the debtor. It really should be

taken as if the entry read, "York and King street real estate, amount due by ....., from whom it was taken as security, $149,720.18;" and the books shew that this was the fact; and the proper inference, in my opinion, is, that, pending a realisation of this asset so taken over, a proper valuation remained in suspense; and that, upon a sale or other disposition of it, the exact amount would be determined and entered in the books.

As to the other item "Front street real estate, $56,365.09," representing the premises acquired for the purposes of the business, I think the entries in the books shew that it really means in the balance sheet the same as if it read "Front street real estate, net cost $56,365.09;" and that, if it had doubled or trebled in value within the period, like some other business real estate in Toronto, it would not have been proper for the arbitrators to have allowed James Fraser Macdonald only the cost to the firm or company. The same remark applies to the insurance. It would require very strong language in the agreement to have justified the arbitrators in adopting a course that would have wrought such an injustice. In arriving at their conclusions, I do not think their method is in any sense open to the objection brought against it.

For these reasons and for the reasons given by Sutherland, J., and Meredith, C.J., I am of opinion that the judgment of the Divisional Court should be reversed and that of Sutherland, J., restored.

MEREDITH, J.A., gave reasons in writing for the same conclusion.

MOSS, C.J.O., GARROW and MAGEE, JJ.A., concurred.

SEPTEMBER 13TH, 1911.

*EUCLID AVENUE TRUSTS CO. v. HOHS.

Husband and Wife—Mortgage by Wife to Secure Advances to Husband—Absence of Independent Advice—Undue Influence—Onus—Evidence—Validity of Mortgage—Misrepresentations—Evidence—Foreign Banking Corporation—Authority to Take Security—License to Do Business in Ontario—63 Vict. ch. 24(O.)—Possession—Account—Redemption.

Appeal by the defendants from the order of a Divisional Court, 23 O.L.R. 377, 2 O.W.N. 825, reversing the judgment of

*To be reported in the Ontario Law Reports.

MULOCK, C.J.Ex.D., and directing judgment to be entered for the plaintiffs, in an action against a married woman and her husband to recover possession of the lands of the wife, mortgaged to the plaintiffs.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, and MAGEE, JJ.A.

R. S. Robertson, for the defendants.

M. H. Ludwig, K.C., for the plaintiffs.

MOSS, C.J.O.:— . . . The case is one in which from the beginning the substantial burden of proof was on the defence. . . . There was no serious pretence of a substantial answer to the plaintiffs' claim to possession, by the husband, the defendant Edgar J. Hohs. He had signed the promissory note and the mortgage, and had received from the mortgagees the sum of $4,000, which they had advanced as a loan to him, and the amount had not been repaid. His wife, defending her possession of the mortgaged premises and disputing the plaintiffs' claim, set up in the first instance that, if she executed the mortgage, she did so without fully appreciating its nature and effect, and that she was induced to execute it through fraud on the part of the plaintiffs and by reason of misrepresentations falsely and fraudulently made by the plaintiffs. Later, by amendment, she set up the additional ground that, if she executed the mortgage, she was at the time under the influence and control of her husband, and her execution was procured by pressure and undue influence exercised by her husband and the plaintiffs for the purpose of securing her husband's debt, and she was without independent advice. . . .

The learned Chief Justice who tried the case did not determine as to the representations and promises alleged to be made by or on behalf of the plaintiffs to Mrs. Hohs. He dealt with and decided the case upon the ground of absence of independent advice, holding, in conformity with what then appeared to be the principles as laid down by the Supreme Court of Canada, that, Mrs. Hohs having become surety for her husband without having had independent advice, the transaction was to be assumed to have been brought about by her husband's undue influence. This conclusion leaves open all the other questions of fact upon which reliance was placed as grounds of relief against the mortgage.

It must now be accepted as settled by authority that in a case like the present the absence of independent advice is not in

itself a sufficient reason for treating a security given by a wife for the benefit of her husband as a void transaction. If undue influence on the part of the husband is relied upon, the burden of proof lies upon those who allege it.

This rule of law, distinctly enunciated in Nedby v. Nedby (1852), 2 DeG. & Sm. 377, though recognised and followed in subsequent decisions—see Northwood v. Keating (1870), 17 Gr. 347, 348—seems later to have been somewhat obscured for a time, until again made clear by the pronouncement of the Judicial Committee of the Privy Council in Bank of Montreal v. Stuart, [1911] A.C. 120-137, and of other Judges in cases of a similar nature.

It follows that a mortgagee from the wife is not concerned to inquire whether she has had independent advice; and if, in this case, the plaintiffs' mortgage is to be held void as against Mrs. Hohs, it must be for some other reason than the want of independent advice. . . .

Bearing in mind that the onus of establishing the alleged false and fraudulent representations and promises lay upon the defendant Mrs. Hohs; that the terms of the instrument are directly opposed to such representations or promises; and that there is a positive denial by all the persons to whom such representations or promises are attributed, there can be no difficulty in concluding that, not only has it not been proved, but that it has been abundantly disproved, that any such representations or promises were made to Mrs. Hohs by or on behalf of the plaintiffs in order to induce her to execute the mortgage.

The evidence also shews that, while it is, no doubt, true that she was persuaded by her husband to execute the mortgage, and acted upon his solicitations in doing so, she was not subject to such domination and overpowering influence as to deprive her of the exercise of her judgment. . . .

All the defences above indicated fail.

Two other defences are set up, viz., that the plaintiffs were not competent to hold lands in Ontario, and that they were not empowered to do business in this Province. These appear to be satisfactorily answered by the Divisional Court; and it seems unnecessary to add to what has been said further than to say that there can be no reasonable doubt that the legal estate in the lands vested in the plaintiffs by virtue of the mortgage, and the Crown, the only authority which could question their right to hold it, has not only not asserted that right, but has expressly waived it.

The defendant E. J. Hohs set up that payments had been made on account of the mortgage, and, by way of counterclaim, asked for an account; but apparently this part of the case was not pressed, and nothing seems to have been done with regard to it. The defendants did not in terms seek a judgment for redemption; but, if they desire it, they appear to be entitled to it; in which case an accounting would follow.

But the taking of the account and the working out of the judgment for redemption should not delay the plaintiffs' right to immediate possession of the premises, for which they ask.

Subject to such variation in the judgment as may be necessary in case the defendants desire to be allowed to redeem, the appeal should be dismissed with costs to be paid by the defendants.

GARROW, MACLAREN, and MAGEE, JJ.A., concurred.

MEREDITH, J.A., agreed in the result, for reasons stated in writing.

SEPTEMBER 13TH, 1911.

*STAVERT v. McMILLAN.

Promissory Notes—Consideration—Transfer of Bank Shares—Illegal Trafficking in Bank Shares—Directors—Notes Given to Repair Wrongdoing—Holder in Due Course—Evidence.

Appeal by the plaintiff from the judgment of BOYD, C., 21 O.L.R. 245, 1 O.W.N. 825, dismissing the action.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, and MAGEE, JJ.A.

J. Bicknell, K.C., and F. R. Mackelcan, for the plaintiff.

F. Arnoldi, K.C., and W. Nesbitt, K.C., for the defendants.

I. F. Hellmuth, K.C., and A. W. Anglin, K.C., for the third parties.

The judgment of the Court was delivered by GARROW, J.A.:—The action was brought . . . to recover the amount of a promissory note for $26,488 made by the defendant Donald McMillan, payable to the defendant James McPhee, and by the latter indorsed to the plaintiff.

*To be reported in the Ontario Law Reports.

The defendants pleaded that the note was made and indorsed to the Sovereign Bank of Canada, and that the bank had agreed that the defendants should not be sued upon it, and that they should be indemnified by the bank in respect thereof; that the making and indorsing were illegal and void, as having been a mere device for concealing the fact that the bank had purchased its own shares, and for enabling the bank to continue in the ownership of such stock; that the plaintiff became the holder by transfer from the bank with full notice; and that he in fact sues as trustee for the bank.

The bank was brought in under third party procedure, at the instance of the defendants, and indemnity claimed against it. . . .

[The learned Judge set out the facts, which are also to be found in the former reports.]

The learned Chancellor found, "that no defence was proved sufficient to outweigh the legal consequences arising from the signing and indorsing of negotiable promissory notes." "The notes then were given for value, represented by the transfer of shares apportioned to each, and in the whole representing in value the $400,000 of the bank's moneys illegally expended." But he also held that the consideration for the votes was illegal, and upon this ground dismissed the action. . . .

The result seems to be to determine the several leading matters of fact which depended upon contradictory evidence in favour of the plaintiff—correctly, in my opinion.

I am, with deference, unable to follow further the learned Chancellor's conclusions. It does not, under all the circumstances, seem to be a proper conclusion or one which can be fairly drawn from the evidence that the bank ever "adopted" the shares. The bank is, as was said by Lord Selborne in Great Eastern R.W. Co. v. Turner, L.R. 8 Ch. 149, 152, a mere abstraction of law. The proprietors are the shareholders; and it was their money which had been illegally used in the purchase of the shares. The directors, as was also said in that case, are "the mere trustees or agents of the company, trustees of the company's money and property, agents in the transactions which they enter into on behalf of the company."

A gross breach of trust had been committed, to which at least one of the directors (Mr. Stewart) was a party. The duty of the other directors to the shareholders was, under the circumstances, perfectly plain. They should at once, unless they too were to become implicated, have repudiated Mr. Stewart's illegal acts, and have insisted upon a restoration to

the bank of the funds which had been so illegally diverted. This could have been easily done by insisting upon the nominal purchasers and holders of the shares paying up their overdrafts and then doing as they pleased with the shares. They could not, under the circumstances, have claimed indemnity from the bank, although they might perhaps have been able to do so from Mr. Stewart personally. And there was even nothing in law that I can see to prevent the bank, while repudiating the purchases and demanding repayment, from also asserting a lien upon the shares, upon the principle applied by Lord Selborne in Great Eastern R.W. Co. v. Turner. The transaction there was also illegal . . . but, nevertheless, the Lord Chancellor saw his way to grant effectual relief, and in doing so used this language: "It would be monstrous, it would be extravagant to the very last degree, to say that, because the money of cestuis que trust has been laid out in an unauthorised manner, therefore they are not to have the benefit of whatever value there is in the property bought with their money." This seems reasonable, and in no way in conflict with the prohibition contained in the Bank Act (sec. 76) against the bank dealing in its own shares.

Instead, however, of taking this position and thus protecting those whom it was their duty to protect, the other directors seem to have made common cause with Mr. Stewart, thereby becoming parties to the breach of trust, if they were not so already. . . .

The proper inference, in my opinion, is, that the several promissory notes now in question were given for the purpose of recouping to the bank the money which had been so unlawfully and without authority employed in the purchase of the shares, and that such money and such recoupment, and not merely the price of the shares, which was a purely collateral matter, formed the true consideration as between the bank and the makers of the notes.

It follows that the appeal should be allowed, and that the plaintiff should have judgment for the amount of the notes and interest, and that the claim over against the third parties should be dismissed, the whole with costs.

SEPTEMBER 13TH, 1911.

*FORD v. CANADIAN EXPRESS CO.

Malicious Prosecution—Separate Prosecutions for Forgery and Theft—Reasonable and Probable Cause—Undisputed Facts—Question for Judge, not for Jury—Determination by Court on Appeal.

Appeal by the plaintiff from the judgment of a Divisional Court, 21 O.L.R. 590, 1 O.W.N. 1117.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, and MAGEE, JJ.A.

H. H. Dewart, K.C., and J. S. Lundy, for the plaintiff.

W. N. Ferguson, K.C., for the defendants.

GARROW, J.A.:— . . . It is not the policy of the law to punish by the infliction of damages a person who, in good faith and upon reasonable grounds, sets on foot a criminal prosecution which afterwards turns out not to have been well-founded. . . The duty of determining in such cases the question of reasonable and probable cause, where the evidence is not conflicting, falls upon the Judge alone, and not upon the jury. If the evidence is conflicting, the opinion of the jury as to the facts in conflict should be obtained, to enable the Judge to discharge his duty. But it is obvious that, to justify a reference to the jury, the facts in dispute must be material and the conflict real—in other words, there must be evidence upon which a jury can reasonably find either one way or the other, or the question is one solely for the Judge.

And my difficulty is, . . . to see, under all the circumstances, any such material evidence or any such material conflict in this case.

The burden of proof was, of course, upon the plaintiff. He was bound to give some evidence, both of the absence of reasonable and probable cause, and from which the necessary inference of malice could be reasonably drawn. After he had in fact closed his case, he was allowed to re-open it and to call Mr. Mitchell, the defendants' officer who laid the information. . . . Without his evidence, the plaintiff had certainly proved no case upon which he was entitled to succeed. And upon his evidence I agree with Meredith, C.J., that there arose no reasonable question

*To be reported in the Ontario Law Reports.

of honest belief or absence of good faith on his part in instituting or in prosecuting the proceedings against the plaintiff. I also agree with Meredith, C.J., that the circumstances . . . were such as to justify a reasonable man in doing . . . as Mr. Mitchell did.

My opinion, therefore, is, that the plaintiff failed to prove his case, and that the defendants' motion for a nonsuit, on the undisputed evidence, should have been allowed, and the action dismissed.

The appeal should be dismissed with costs.

MOSS, C.J.O., MACLAREN, MEREDITH, and MAGEE, JJ.A., concurred; MEREDITH, J.A., giving reasons in writing.

SEPTEMBER 13TH, 1911.

*YOUNG v. TOWN OF GRAVENHURST.

Negligence — Electric Current Supplied by Municipality for Lighting Houses—Municipal Light and Heat Act—Municipal Waterworks Act — Board of Commissioners — Statutory Agents of Corporation—Supply of Electricity, where Obtained—Powers of Board—Effect of Exceeding—Defective System — Dangerous Defects — Person Injured in House—High Tension Current—Failure to Exercise Care—Contributory Negligence, Absence of—Remedy in Contract or Tort—Damages—Reduction—Death of Infant Plaintiff after Argument and before Judgment—Practice.

Appeal by the defendants from the judgment of RIDDELL, J., 22 O.L.R. 291.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, and MAGEE, JJ.A.

I. F. Hellmuth, K.C., and N. F. Davidson, K.C., for the defendants.

J. Bicknell, K.C., and F. R. MacKelcan, for the plaintiffs.

MOSS, C.J.O.:— . . . The plaintiffs' case is put in several ways, but the gravamen is, that, owing to negligence on the part of the defendants in operating a system of electric lighting throughout the municipality, the infant plaintiff was brought

*To be reported in the Ontario Law Reports.

into contact with an electric current of high voltage, by reason of which he was very seriously injured.

The defendants, besides denying the charges of negligence, and setting up contributory negligence, raise questions as to their responsibility in point of law and as to the damages which should be awarded against them in case they are held responsible.

In the first place, it is contended on their behalf that they are not the proper defendants to the action, and cannot be held liable therein, because the electric works and system, and the management and control thereof, are vested in a Board of Commissioners, constituted and elected under a by-law of the defendants, pursuant to certain of the provisions of R.S.O. 1897 chs. 234 and 235, and the negligence, if any, was the negligence of the Board or its servants, for which the defendants are not responsible.

It is not disputed that the system is a municipal system of electric lighting, acquired by the defendants as a municipal corporation under the combined provisions of the Municipal Light and Heat Act, the Municipal Waterworks Act, and the Municipal Act. But the argument is, that, because the defendants availed themselves of the provisions enabling them to take the management and control of this portion of their property from the council, and instrusted it to other hands, they are not to be liable as they would be if the management and control remained with the council. The statutory enactments furnish no real support to this argument. . . .

The law on this point seems to be well settled, so far as this Province is concerned, and it does not support the defendants' contention.

In the next place, it is said that the works or system had been, and at the date of the injury to the infant plaintiff were, being carried on in a manner ultra vires the defendants, because the power for the supply of electric light was derived from a point more than three miles outside of the limits of the municipality. This objection seems to be satisfactorily and conclusively disposed of by the learned trial Judge. . . .

The main difficulty, and that which has occasioned the most discussion during the very full and able argument of the appeal, is that relating to the injury to the infant plaintiff and its cause. It is conceded, of course, that the injury was caused by contact with the electric current; but the questions raised and discussed by counsel are, whether it has been shewn that a substantially greater force than 110 volts passed through the

infant plaintiff's body, and whether, if it has been so shewn, the introduction or intrusion of the greater force was attributable to the default or negligence of the defendants. It is conceded that, if the injuries were occasioned by contact with a current of no higher tension than 110 volts, the defendants would not be liable, for that was the current required and supplied for the purposes of lighting the house, and would be what might be looked for to pass through the secondary wires to the house, and there would be no negligence on the defendants' part. The plaintiffs' contention is, necessarily, that a current of much higher tension than 110 volts was passing through the secondary wires at the time, and caused the injury, and that the result was due to the negligence of the defendants in maintaining their system without proper insulating appliances and safeguards, and in carrying it on without proper oversight and inspection, so as to afford protection against the escape of and possible contact with high tension currents.

The learned trial Judge upon the testimony found in favour of the plaintiffs' contentions—and a careful perusal and consideration of the whole record disclosed ample grounds for the conclusions which he reached. . .

There is no reason to doubt the sincerity or good faith of the leading experts on either side. But it seems impossible to reconcile their conflicting views. From its very nature the case did not permit of actual demonstration. And all that can be said is that the plaintiffs succeeded in presenting a case from which a jury or a Judge trying the case without a jury might reasonably draw inferences which would lead to the conclusion that, from the nature and extent of the injuries received, the infant plaintiff was subjected to a current of a tension much in excess of 110 volts, and that the escape of such current and its presence in the secondary wires in the house were due to the negligence and want of proper care and attention on the part of the defendants. . . .

It seems difficult, if not impossible, to separate the escape of high voltage current from the primary wires, as shewn by the testimony, from the injuries inflicted upon the infant plaintiff. That being so, it is equally difficult, if not impossible, to separate the defendants from responsibility for the presence of the high voltage current in the house.

Upon the whole, there appears to be no sound reason for saying upon this appeal that the findings and conclusions of the learned trial Judge upon the facts of the case were not justified by the testimony.

As to the damages awarded to the adult plaintiff, the defendants contend that she is not entitled to recover either the money already expended by her or that which might be necessarily expended in the future. The circumstances of this case are not at all similar to those in Wilson v. Boulter, 26 A.R. 190. Under the circumstances of this case, the adult plaintiff is by law made her son's legal guardian, and she therefore occupies as regards him the threefold relation of parent, guardian, and head of the family, and so falls directly within the terms of sec. 242(1) of the Criminal Code. She was, therefore, bound to provide whatever was reasonably necessary to prevent danger to his life or permanent injury to his health. Expenditures on these accounts were proper to be allowed; and, although it may be said that the learned trial Judge might well have confined the allowance to $2,000, the amount actually allowed ($2,250) is not so greatly in excess as to warrant any deduction, especially as we are of opinion that the damages awarded to the infant plaintiff must be materially reduced.

The question of the amount proper to be awarded to him under the circumstances has been the subject of much discussion and consideration; and, on the whole, the sum of $4,000 appears to be a fair and reasonable allowance.

Undoubtedly, he has sustained very serious and permanent injuries, which, as the learned trial Judge has pointed out, debars him from participation in many of the sports and pleasures common to the youth of the present day. On the other hand, his general health appears to be good; all present appearances indicate that his mental powers have not been at all impaired; and the learned trial Judge speaks of him as a boy possessing intelligence, courtesy, and thoughtfulness beyond his years. Such qualities, with the added advantage of a thorough education, of which he has the prospect, go far to overcome the handicap of physical impairment. And it is to be borne in mind that damages in such a case are to be compensatory only—the defendants are not to be punished or cast in damages beyond what is a fair measure of compensation for the pain and loss naturally resulting from the injuries.

The result is, that the judgment should be varied by reducing the award of damages to the infant plaintiff to $4,000, and that, with this variation, the appeal should be dismissed, but there should be no costs of the appeal to either party.

NOTA BENE.—We have now been informed that, since the argument of the appeal, the infant plaintiff has died, from causes not attributable to the injuries; and it has been suggested that

this necessitates the taking of some proceedings in the nature of revivor or order to proceed before the appeal can be disposed of.

The death after judgment does not affect the cause of action—nor does it prevent the delivery of judgment upon the appeal.

All that is necessary is, that the Court should direct that the certificate of the judgment should be entered as of the date when the argument was concluded.

We give a direction to that effect. The practice is discussed in Gunn v. Harper, 3 O.L.R. 693.

Should any question arise as to the frame of the certificate, the matter may be mentioned in Chambers.

GARROW, J.A., concurred, for reasons stated in writing.

MACLAREN and MAGEE, JJ.A., also concurred.

SEPTEMBER 13TH, 1911.

CARRUTHERS v. TORONTO AND YORK RADIAL R.W. CO.

Negligence—Electric Railway—Injury to Person Standing between Track and Platform—Trespasser—Findings of Jury—Question of Trespass not Left to Jury—New Trial.

Appeal by the defendants from the judgment of MULOCK, C.J.Ex.D., upon the findings of a jury, in favour of the plaintiffs, for $5,000 damages.

The action was brought under the Fatal Accidents Act to recover damages for the alleged negligence of the defendants in causing the death upon their track of Robert Carruthers, the husband of the adult and father of the infant plaintiffs, on the 10th September, 1910.

The plaintiffs by the statement of claim alleged that on the occasion in question the deceased was standing at the defendants' platform, at a place where there was not room enough for a car to pass without crushing him between it and the platform; that, while he was so standing, the defendants' employees in charge of a car negligently ran it past the platform and crushed the deceased, thereby causing his death.

The only witness to the fact, called by the plaintiffs, was one Edward Taylor, who said that he was at the defendants' station conversing with a Mr. Isby, and waiting for a train, when the

deceased, whom he did not know and had never seen before, came into the yard from the direction of Yonge street, and, without stopping, walked westerly to the south-easterly corner of the platform, and thence along the track beside the platform, in front of a car which was then standing at that corner, and, as he walked westerly, the car started after him, going in the same direction, and in about thirty seconds he heard an outcry, and the deceased was found crushed between the car and the platform. There was, Taylor said, a motorman upon the front of the car, who from his position was able to see the deceased when he commenced to move the car forward. The point at which the deceased was found was about forty feet west of the east end, where he had gone upon the track. He was not struck by the front of the car, but was caught by the side about half way down.

Taylor said, as to the space between the car and the platform: "My idea of it is that there is lots of room to enter, but there is a curve in the rail just there, and as you enter in there, the trucks, I suppose, the body of the car, would throw to the platform, and just leave a space of about four inches, and I suppose he was in there." Taylor did not say that the deceased at any time stood still. He spoke only of seeing him moving, and of the car following, apparently at once.

There was no evidence that the deceased was or intended to become a passenger, or that he had any other business to transact with the railway company or other lawful excuse for being upon the defendants' premises.

In these circumstances, the counsel for the defendants moved for a nonsuit at the close of the plaintiff's case, which was refused.

The defendants thereupon called some witnesses. The case was left to the jury upon certain questions which they answered, finding the defendants guilty of negligence; accepting "Taylor's evidence that the deceased was in front of the car and that no warning was given by motorman; and we find that the view of the motorman was not obstructed, and, had motorman exercised proper precaution by sounding gong or bringing car to standstill, the accident would have been avoided;" also finding no contributory negligence, and assessing the damages at $5,000, for which the plaintiffs were given judgment.

Upon the appeal to this Court the defendants renewed their motion for a judgment of nonsuit; and, in any event, asked for a new trial, based upon objections to the charge of the learned Chief Justice, and the excessive amount of the damages.

The appeal was heard by Moss, C.J.O., Garrow, Maclaren, and Magee, JJ.A.

I. F. Hellmuth, K.C., and C. A. Moss, for the defendants.

J. M. Godfrey, for the plaintiff.

Magee, J.A.:—The defendants called the motorman of the car, who said his car had been standing four or five feet from the corner, and that he had seen Carruthers standing on the ground leaning against the platform, about ten feet west of the north-east corner, and had told him to get out of there, as he was going to move the car, and that Carruthers thereupon moved round the corner to a point three or four feet south of it and alongside the east platform, and where of course there would be no danger—and just as soon as Carruthers got to that point and not before, he started the car and saw and heard nothing more of Carruthers till he heard his cry just as he was stopping the car. The motorman was corroborated by another employee of the defendants, who was standing on the platform, as to Carruthers being told to move and having moved east round the corner before the car started. This witness said that Carruthers when leaning against the platform was looking over some papers. This evidence was manifestly inconsistent with that of Taylor, which the jury expressly say they accepted, but it contained the admission that the motorman had seen the deceased ten feet west of the corner before the car moved, and the motorman also admitted that he knew the deceased was in danger. Were it not for Taylor's evidence, one might think it possible that, after moving round the corner, Carruthers, after the car started, had again moved in between it and the platform to go west, misled perhaps by the apparent space and safety at that part of the platform, and thinking that the car would pass him. In that case the motorman would be unable to see him and could not be charged with negligence.

There are various features in the evidence, and conjectures which one might make, but which it is not desirable to enter upon. There was evidence upon which a jury might conclude, rightly or wrongly, that Carruthers was in a position of danger which might not be apparent to him, that the motorman saw him and knew he was in danger, and proceeded with the car without giving any warning.

Two other witnesses for the defendants deposed to having seen Carruthers, about a quarter of an hour previously, standing by that north platform, at some part of it, and to his being told to get out of the way of a car which was being moved a

short distance, and to his having complied. But none of these directions to get out of the way would necessarily bring to his attention the peculiar danger arising from the curve. There appears to have been some misapprehension about whether the car was moving forward or backward, but this seems to have been cleared up. Photographs were put in on both sides; but, if I may judge by the effect upon myself, they by no means simplify the evidence, and somewhat confuse the situation. A plan would have been much more satisfactory; and it seems to me a case in which a view of the locality by the jury would have been beneficial.

If the case rested solely upon the question of ordinary negligence towards a person rightfully on the defendants' premises at the place where he was injured, it would be difficult to say that the answers of the jury were not such as they might reasonably make upon the evidence. But there arise the further question, whether, even assuming negligence, Carruthers, if he had survived, could have complained of it, or whether the plaintiffs can do so. The defendants say he had no right to be where he was, and was a mere trespasser upon their premises, and that as such they were not bound to exercise the same degree of care towards him, nor indeed any care except not wilfully to injure him. No evidence was offered on behalf of the plaintiffs to shew that the deceased had any reason to be walking through the defendants' yard several feet away from the open space in front of the east platform, where passengers usually wait for or get on or off the cars, or to be about the station at all. His right to be there was not questioned during the plaintiffs' case. It was only at the end of the defendants' case that an officer of the company, called for another purpose, was asked if Carruthers had any business giving him the right to be by the north platform, and answered, as well he might, that he did not know of any. The question of his being a trespasser or not was not expressly raised by the pleadings, though no doubt, involved in the issues raised by the assertion and denial of negligence. It was, no doubt, incumbent upon the plaintiff to enable the jury to infer that the defendants were guilty of a breach of duty. But it would be a very dangerous thing to say that, merely because a plaintiff offers no direct evidence to shew what business a person injured had at such a place, he must be presumed to be a trespasser. It might be utterly impossible to shew why a deceased person, perhaps a stranger, was at a railway station at a particular time; and yet he might well have been properly and lawfully there—for instance, as an intending passenger, or to meet, as allowed by

custom, some expected passenger. The jury should be entitled to infer from all the surrounding circumstances whether he was lawfully there or not. In doing so, they could and should take into consideration the man's business engagements and likelihood or unlikelihood of his being merely a loafer or trespasser or otherwise destitute of right or license. Here it was shewn that Carruthers was not an idle man, but was, on the contrary, employed as a foreman of a telephone company, and the occurrence was during working hours, and he had been there once before that morning, and was seen reading what may have been business papers. It was distinctly in the province of the jury to say whether or not they were satisfied he was not there under circumstances giving him a right or license. That question was not submitted to the jury and was not dealt with in the instructions to them; and, if one may judge from those instructions, had not been urged by counsel on either side. Certainly there was no request that any question on the subject should be asked the jury.

Upon that point the evidence is by no means satisfactory; but it could not, in my view, be withdrawn from the jury; and the case should not be disposed of without their finding; and, on that account, I think there should be a new trial; costs of the former trial to be costs in the cause and the costs of the appeal to be costs to the defendants in any event of the action.

MACLAREN, J.A.:—I agree.

MOSS, C.J.O.:—I agree that, under the circumstances, the proper course in this case is to direct a new trial. And in that view, I forbear discussing the facts or the findings of the jury.

GARROW, J.A., dissented, for reasons stated in writing. He was of opinion that the defendants' motion for a nonsuit was well-founded, and that the action should be dismissed. The only inference which could reasonably be drawn from the evidence was that, in proceeding along the track in the manner he did, the deceased was in the position of a trespasser. The learned Judge referred to the decision of the Privy Council in Grand Trunk R.W. Co. v. Barnett, 27 Times L.R. 35; and said that it was seldom, in his experience, that a case occurred in which it could so clearly be seen as in this case that the deceased had absolutely no one to blame but himself for his injury.

New trial ordered; GARROW, J.A., dissenting; costs to be as stated by MAGEE, J.A.

SEPTEMBER 13TH, 1911.

SMITH v. ROYAL CANADIAN YACHT CLUB.

Negligence—Master and Servant—Injury to Servant—Instructions to Fire Cannon—Using Loaded Cartridge as Hammer—Injury Caused by Negligence of Servant—Infancy—Youth of Eighteen Years.

Appeal by the defendants from the judgment of MULOCK, C.J.Ex.D., upon the findings of a jury, in favour of the plaintiff.

The action was brought to recover damages said to have been caused to the plaintiff through the negligence of the defendants.

The appeal was heard by GARROW, MACLAREN, and MAGEE, JJ.A.

E. E. A. DuVernet, K.C., and A. H. F. Lefroy, K.C., for the defendants.

McGregor Young, K.C., for the plaintiff.

The judgment of the Court was delivered by GARROW, J.A.:—About the middle of June, 1910, the plaintiff, an English lad, eighteen years of age, who had been in Canada for about three years, was employed by the defendants' steward to act as assistant-porter. At that time one Charles Tabbert was the head-porter. One of the head-porter's duties was, each morning and evening, to load and fire a small brass cannon. The plaintiff was instructed to assist the head-porter in this operation, which he did on several occasions. He had also assisted him in loading the cartridges with powder, which was done in the basement of the club-house. Some of the cartridges or shells, which were also of brass, had expanded, and required to be sand-papered to make them fit. This was done from time to time by the head-porter. . . . Of seven shells produced in Court, five fitted, and a sixth went in with some pressure from the fingers. When the cartridge did not go in easily, Tabbert used the ramrod to force it in. The plaintiff saw him doing so when he was assisting. Tabbert seems to have deserted his employment on the 30th June; and the plaintiff was promoted to his place as head-porter. What took place on the occasion of his promotion is thus described by him in his evidence: "I was cleaning the yard with the hose, and he (the steward) came up to me and said, 'Charlie is gone, and you

will take his place and do his duty;' and he asked me if I understood how to fire the gun; and I said, 'Yes, sir;' and he said, if I would be a good boy, there would be more money for me.''

The plaintiff, then, as head-porter loaded and fired the gun himself, once on the 1st July, and again on the morning of the 2nd July, using the ramrod as he had seen Tabbert use it to force in a shell inclined to stick. And it was while loading it in the evening of that day that the explosion which injured him occurred. He had partly inserted a shell which stuck. He had brought out from the basement two shells, loaded and capped. The other was left by him lying on the grass beside him. This he picked up, intending, as he says, to pick up the ramrod, and had it in his right hand, when it exploded, and he was severely injured. The partly inserted cartridge did not explode. The plaintiff says he does not remember exactly what took place. He does not remember using the shell in his hand to drive the other in; but he does not deny, and in effect admits, that that was what he was doing with it when the explosion occurred, which entirely agrees with the evidence of Major Michie and Mr. Scott, called for the defence, and was indeed assumed to be the fact by the learned Chief Justice in his charge to the jury. And, unless that is so, that the explosion occurred because the plaintiff was using the shell which exploded as a hammer, there is absolutely no explanation given nor cause shewn in the evidence for the explosion—a matter vital to the plaintiff's case.

The defendants moved for a nonsuit at the close of the plaintiff's case, and again at the close of the whole case, upon the ground that there was no evidence of any act of negligence which caused the injury, which motion the learned Chief Justice refused. . . .

The case thereupon went to the jury. . . .

[The learned Judge then set out the questions put to the jury and their answers, finding negligence and the absence of contributory negligence.]

Judgment was given in favour of the plaintiff for $3,975.

I do not pause to discuss these findings of so-called facts, because I am, with deference, clearly of opinion that the defendants' motion should have been allowed and the action dismissed, upon the ground that there was no evidence from which the jury could reasonably infer that any act of negligence on the part of the defendants had caused the injury—that, in fact, the injury, on the undisputed evidence was solely caused

by the plaintiff's own extraordinarily careless act in using the shell which exploded in the manner described. . . .

How . . . there could be any question for the jury of the defendants' system in carrying on their operations, or of proximate cause other than the plain and obvious one, I am, with deference, quite unable to see. And I am equally at a loss to see how the plaintiff's case can be supported upon the ground of the alleged failure to instruct. The plaintiff was not a baby, or even a youth of tender years. He had been in Canada, first in Quebec and afterwards in Ontario, earning his living, for several years. He was filling a man's place and getting a man's pay. He had received certain instructions, which he was not following when he was injured. He had not, it is true, been told not to use a loaded and capped shell as a hammer—an instruction which would scarcely have been regarded as necessary by the most careful of masters. When he received his promotion, he stated to the defendants' representative that he knew how to fire the cannon, which, of course, included loading it; and if, at variance with this statement, he intended to rely upon an ignorance so gross as to be almost inconceivable in one of his years and experience, he certainly ought to have had the courage to pledge his oath to the fact.

Upon this branch, therefore, as upon the others, there was, in my opinion, under all the circumstances, no proper evidence to warrant submitting the questions which were submitted to the jury, and the action should have been dismissed.

The appeal should, therefore, in my opinion, be allowed and the action dismissed, both with costs if demanded.

HIGH COURT OF JUSTICE.

MULOCK, C.J.Ex.D. SEPTEMBER 8TH, 1911.

FYCKES v. CHISHOLM.

Lunatic—Contract—Sale of Standing Timber—Action to Set aside—Proof of Mental Incompetence—Proof that Party Dealing with Alleged Lunatic had Notice—Proof of Fair and Bonâ Fide Character of Transaction—Onus—Findings on Evidence.

The plaintiff, who was alleged to be a person of unsound mind, brought this action to set aside a certain agreement made by him for a sale to the defendant of standing timber, as fraudulent and void, and for damages.

D. B. Maclennan, K.C., and C. H. Cline, for the plaintiff.
R. A. Pringle, K.C., and A. L. Smith, for the defendant.

MULOCK, C.J. (after setting out the facts):—The principles applicable to the present case, which is between the parties to the contract only, may, I think, be thus stated: The contract of a lunatic or person mentally incapable of managing his affairs is not per se void, but only voidable on its being shewn that the other party had knowledge, actual or constructive, of such lunacy or mental incapacity; failing which, such contract, if fair and bonâ fide, is binding: Molton v. Camroux, 4 Ex. 17; Elliott v. Ince, 3 Jur. N.S. 597, 600; Imperial Loan Co. v. Stone, [1892] 1 Q.B. 601; Beavan v. McDonnell, 9 Ex. 309.

The contract of a lunatic or person mentally incapable of managing his affairs with a person having no notice, actual or constructive, of such lunacy or incapacity, cannot be maintained unless the other party to such contract shews that it was fair and *bonâ fide*: Blachford v. Christian, 1 Knapp 73; Gartside v. Isherwood, 1 Bro. C.C. 558; Hassard v. Smith, Ir. R. 6 Eq. 429.

Thus the onus is upon the plaintiff to establish, not only his own mental incapacity to assent to the contract made by his sister (Mrs. Mattise) on the 26th January, 1910, and confirmed by him in writing on the 10th January, 1911, but also to shew that the defendant had notice thereof, actual or constructive; whilst the onus is on the defendant to establish the fair and bonâ fide character of the transaction.

The evidence shews that prior to June, 1909, the plaintiff was a man of average business capacity, fully capable of managing his affairs. At that time he had an attack of acute mania, accompanied by delusions. This condition lasted for from six weeks to three months, and by the fall of 1909, he was, according to the evidence of his cousin, W. H. Fyckes, one of his witnesses, "about back to where he was before," and "has been no better and no worse." Herbert Mattise, one of the defendant's witnesses, a farmer living near the plaintiff, in answer to the question, "How has George Fyckes been since January, 1910?" said: "I couldn't see much difference in George from what he always was, only that he is quiet, that is, he doesn't talk as much as he used to."

Westenholme swore that the plaintiff was not insane when the contract of the 26th January, 1910, was made. He was a near neighbour of the plaintiff and a frequent visitor at his

house, and, so far as appears, was well-disposed towards him. His conduct in meeting the wishes of the plaintiff and his sister by advising the defendant of their desire to sell the bush, in being present during the negotiations, and witnessing the contract, is inconsistent with the contention that the plaintiff was then incapable of managing his affairs; and there is no evidence to warrant the conclusion that Westenholme entertained any doubt as to the plaintiff's capacity to contract.

Mrs. Mattise was an unsatisfactory witness, not that she really desired to misstate anything, but she seemed carried away with the idea that the timber had been sold at an undervalue, and that she was to find an explanation for it, which she attributed to the unfitness of her brother and herself to make a proper bargain. In the box she was voluble and discursive, not apparently realising that she was pledging her oath to all she was saying.

The plaintiff was not present at the commencement of the trial. His counsel stated that he refused to attend. On ascertaining that no sufficient reason existed for his absence, I directed the Sheriff to secure his attendance; and this was done. On the plaintiff entering the box, I questioned him for some time before allowing him to be sworn, and then came to the conclusion that he was a competent witness. He was then sworn. His demeanour satisfied me that he was quite capable of appreciating the transaction in question, at the time of its initiation in January, 1910, and of its confirmation by him in January, 1911. He had a clear recollection of the negotiations and doings at the meetings on both occasions. If his conduct on either occasion was like that in the witness-box, there was nothing in it to have suggested to the defendant that he was incapable of managing his affairs; and I am of opinion that he was on both occasions competent to transact his business and fully capable of entering into the contract in question; and that, when he signed the agreement and receipt on the 10th January, 1911, he clearly understood what he was about, and was ratifying the sale of his property made in his sister's name.

The only notice which the defendant had of the plaintiff's condition in June, 1909, was from a statement made to him by Westenholme, who informed him that in the previous summer there was something "wrong with his head," but that "he was all right then." The defendant had no reason to and did not think otherwise, and dealt with him and his sister in the full belief that they were each competent to transact the business in hand.

I, therefore, find as a fact that both on the 26th January, 1910, and on the 10th January, 1911, the plaintiff was mentally capable of attending to his affairs and competent to enter into the contract in question. Dr. Feader gave it as his opinion that the plaintiff at the time of the trial still laboured under delusions but endeavoured to conceal them. Even if he were of unsound mind when the defendant was dealing with him in January, 1910, and 1911, the defendant had no notice thereof, actual or constructive, and dealt with him in good faith, believing him competent, as I find he was in fact, to manage his own affairs.

As to the contention that the price paid was so inadequate as to rob the transaction of its bonâ fide character, I am of opinion that the defendant has proved that the price paid was fair and reasonable. There was some conflict of evidence as to the value of the timber as it lay on the canal bank, but I think its then market value did not exceed $2,900. The cost of cutting and hauling it amounted to about $2,000. To this must be added the purchase-price, $450, also the value of the defendant's time in superintending the lumbering operations, extending over three months, which I find to be $500. The evidence as to the estimated general cost of cutting and hauling timber was given, and the plaintiff's counsel urged that such estimates be made applicable to the transaction in question.

The lumber operations in question were conducted by the defendant, an experienced lumberman, who was interested in the work being properly and economically performed, and there is nothing to shew that it was not so performed; and, it having cost him about $2,000, that sum, with a reasonable alowance for his own services, must be taken as a fair cost of marketing the timber in question. With evidence as to the actual cost in this particular case, an estimate as to what, under average circumstances, the cost should be, is of little weight. The evidence shews that the cost of lumbering in the bush in question was abnormal and great.

Fixing then, as I do, the market value of the timber at $2,900, its value in the tree may be determined by deducting from that sum $2,000 cost of operations and $500 the value of the defendant's services, leaving $450 as the value of the timber in the tree. Thus it is obvious that the defendant paid the plaintiff the fair value of the timber, and has been guilty of no fraud or unfair dealings in respect of the purchase-money; and, for these various reasons, I think the plaintiff's action fails and should be dismissed with costs.

DIVISIONAL COURT. SEPTEMBER 8TH, 1911.

*RE WEST LORNE SCRUTINY.

Municipal Corporations—Local Option By-law—Voting on—Three-fifths Majority—Computation—Scrutiny by County Court Judge—Finality of Voters' List—Right of Judge to Inquire into Qualification of Voters—Change of Tenants' Residence—Prohibition—Inquiry as to how Rejected Ballots Marked.

Appeal by D. H. Mehring, the applicant for a recount of the votes cast at the voting upon a local option by-law of the Village of West Lorne, from the order of MIDDLETON, J., 23 O.L.R. 598, 2 O.W.N. 1038, (1) prohibiting the Judge of the County Court of the County of Elgin from certifying that the by-law had not been approved by three-fifths of the qualified voters voting thereon until he had made inquiry and ascertained how the ballots marked by John W. Brainard, Ernest Brainard, William Jennings, Eber Shippey, and Alfred L. Parker, and improperly placed in the ballot box, or a sufficient number of them to enable him to certify, were marked.

The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.

C. St. Clair Leitch, for the appellant.

W. E. Raney, K.C., for Dugald McPherson, the applicant for a recount.

BRITTON, J.:— . . . It is an illogical and unfair assumption that all of the five bad votes were in favour of this by-law; and it is just that, if the law permits it, the fact of how they or any of them voted should be ascertained. But can a person in the position of a man in fact disqualified from voting, but assuming to vote, and at the time of depositing the ballot without objection or question, be required to state how he voted? With great respect for the opinion of the learned Judge appealed from, I am unable to agree. In my opinion, the man whose name is on the certified list of voters cannot and on principle ought not, to be compelled to state how he marked the paper placed in his hand as a ballot. It is not necessarily a case of fraudulent voting or fraudulently attempting to vote. It is not necessarily a case of "stuffing" the voters' list. It is the case of a man held to be disqualified, under the statute, by

*To be reported in the Ontario Law Reports.

reason of his non-residence within the municipality after the voters' list was completed and certified and for the requisite time before the voting. Such a person, applying for—and, it must be assumed, honestly applying for—and receiving a ballot paper to be used, is entitled to the statutory protection as to secrecy. In my opinion, persons on the voters' list as tenants, who may not be qualified to vote by reason of their non-residence, and whose votes, if given, must be struck off on a scrutiny, are persons called "voters," and as such included in sec. 200 of the Municipal Act. . . .

My brother Riddell is of opinion that we must first see if the learned County Court Judge is right as to the whole five struck off on the scrutiny being disqualified. . . .

The authorities establish that, even in a proceeding like the present, where there is no direct appeal from the decision of the County Court Judge on the scrutiny, this Court may consider and may reverse the ruling of the County Court Judge as to any vote.

Assuming that we have the right, and that it is our duty on this application, to review the decision of the County Court Judge, I agree with the learned County Court Judge that the persons whose votes were struck off were disqualified. . . .

The persons disqualified were assessed as tenants, on the list as tenants. The list is final and conclusive as to tenancy at the time of certifying the list—the subsequent residence must, if questioned at the proper time and place, be determined otherwise than by the list.

In my opinion, the appeal should be allowed, and the motion for prohibition, and for further inquiry as to how the disqualified voters actually marked their ballots, should be dismissed.

In an exceptional matter such as this, both the allowance of the appeal and the dismissal of the motion may well be without costs.

RIDDELL, J.:— . . . We are in this case bound by the decision of a Divisional Court in Re Saltfleet Local Option By-law, 16 O.L.R. 293, to hold: (1) that the Court can interfere with the County Court Judge when exercising functions of the character here in question; and (2) that the County Court Judge is to enter upon an inquiry as to the right of persons who affected to vote, so to vote. The doubt as to the latter proposition, more than once judicially expressed, cannot be given effect to by us—it should be removed by legislation or a decision of the Court of Appeal.

In order to sustain the order made by Mr. Justice Middleton, we must find that those persons named, having voted, had no right to vote.

The vote was apparently: for, 142; against, 92: in all, 234. Three-fifths of 234=140$\frac{2}{5}$ (141). If all the votes directed to be investigated but one were bad, the vote would be (on the assumption that the bad votes were for the by-law): for, 138; against, 192: in all, 230. Three-fifths of 230=138; and the by-law would be sustained. No advantage could be attained, in these circumstances, by an inquiry into the question how each voted. I am, therefore, of opinion that, in any event, the County Court Judge should not be compelled to investigate the ballots of those named unless all must be held not to have had the right to vote. And, again, no order should be made for the investigation of the manner in which any one voted or attempted to vote, unless it be held that he had no right to vote.

Upon an appeal from the order, then, I think we may, and indeed must, examine into the correctness of the findings as to the right to vote of those whose votes are to be investigated. . . .

Mr. Raney contends that the decision of the County Court Judge and of my brother Middleton is wrong in the cases of J. W. Brainard, E. Brainard, Parker, and Jennings. It is said that there was no change in the place of residence of these between the revision of the voters' list and the day of polling; and it was argued that the County Court Judge could not enter into any inquiry as to their residence, etc., and that the voters' list is conclusive.

This contention agrees with my opinion in Re Ellis and Town of Renfrew, 21 O.L.R. 74, at p. 83, . . . affirmed by a Divisional Court, 2 O.W.N. 27. . . .

[The learned Judge then referred to the dictum to the contrary by Garrow, J.A., in the Ellis case, on appeal, 23 O.L.R. 427, 435, and said that it was not conclusive upon Middleton, J., nor upon this Court.]

I have considered the matter again, and am not able to recant my former opinion. . . .

[The learned Judge then considered sec. 24 of the Ontario Voters' Lists Act, R.S.O. 1897 ch. 7; R.S.O. 1897 ch. 9; 8 Edw. VII. ch. 3.]

In John W. Brainard's case, we should, I think, follow Re Ellis and Town of Renfrew, there being no change of residence from the day of the revision of the voters' list until the day of the polling.

I do not think it necessary to express any opinion upon the proper course to follow if it were held that these four votes were bad.

I am of opinion that the appeal should be allowed, and the order amended by striking out of the 1st paragraph all the words after "qualified voters voting thereon;" by striking out the 2nd and 3rd paragraphs (as to the method of inquiry by the County Court Judge and as to costs); and that there should be no costs here or below.

FALCONBRIDGE, C.J., dissented, agreeing with the opinion of MIDDLETON, J.

Appeal allowed; FALCONBRIDGE, C.J., dissenting.

WILSON v. NATIONAL ELECTROTYPE CO.—MASTER IN CHAMBERS—SEPT. 8.

Summary Judgment—Con. Rule 603—*Proper Sum to be Paid for Power Used.*]—Motion by the plaintiff for summary judgment under Con. Rule 603 in an action to recover the price of extra 4½ horse power for sixty months at $5 per horse power per month. The Master said that it was not a perfectly plain case; it was clear that the plaintiff was entitled to some compensation for the extra horse power used by the defendants; but what was the proper sum must be left to be determined upon a trial, when it might turn out that a considerable amount of technical and perhaps conflicting evidence would be given. The Master referred to Northern Crown Bank v. Yearsley, 1 O.W.N. 635; Farmers Bank v. Big Cities Realty Co., ib. 397. Motion dismissed; costs in the cause. Grayson Smith, for the plaintiff. A. G. F. Lawrence, for the defendants.

HORSWELL v. CAMPBELL—FALCONBRIDGE, C.J.K.B.—SEPT. 9.

Mortgage—Action for Payment or Foreclosure—Tender after Action—Pleading—Right to Redeem—Lost Will—Costs.]—Action by a mortgagee for payment of his mortgage money, and, in default, for foreclosure. The defence was that the defendant had tendered the mortgage money and demanded an assignment of the mortgage, which the plaintiff had refused. At the trial the defendant was held entitled to redeem and to have an

assignment to his nominee. Judgment was now given upon the question of costs. The Chief Justice said that the plaintiff was certainly not entitled to any costs. He asserted in his statement of claim that the defendant was the devisee of Mary Jane Campbell and entitled to the equity of redemption. But he refused to accept the mortgage money and interest tendered to him after delivery of the statement of claim. The tender was pleaded in the statement of defence. His plea was not accompanied by payment into Court; but, if the plaintiff desired to object, he should have moved to strike out the statement of defence on that ground. At the trial a will was proved; it was dated the 3rd February, 1887; and under it the defendant was sole legatee and devisee. But it was proved at the trial that there was a later will (1902 or 1903), which had been lost or mislaid. This will also gave everything to the defendant, the witness said, "with a clause, in the event of the husband (defendant) dying, to revert to her (the testatrix's) people." When the plaintiff refused the tender, he did so at his own risk. There should be no costs down to the tender—after the tender, the defendant should have costs, fixed at $50. The plaintiff based an argument on the defendant's objecting on examination for discovery to answer questions as to the lost will; but there was no issue as to it on the pleadings; and, at all events, and in the circumstances, the defendant was allowed much less costs than he could tax. A. C. Heighington, for the plaintiff. J. H. Spence, for the defendant.

RUTHERFORD v. MURRAY-KAY LIMITED—MASTER IN CHAMBERS—SEPT. 11.

Pleading—Damages — Particulars — Practice—Authority of Decisions of the House of Lords.]—Motion by the defendants to strike out paragraphs 11, 12, and 13 of the statement of claim as embarrassing, or for particulars of the damages claimed thereunder. The plaintiff's complaint was that she had been summarily dismissed from the service of the defendants as manager of a department. Paragraph 10 of the statement of claim stated, that, by reason of the wrongful acts of the defendants, the plaintiff had been deprived of her position and engagement and had suffered great loss and damage. By the three paragraphs complained of, she stated that, by reason of the defendants' breach of contract and wrongful and illegal acts, she had

suffered indignity and impairment of her business reputation and good name. She alleged that her engagement was a yearly one, and her salary was $1,300 a year, with an annual bonus of $200. The defendants admitted only a weekly engagement, at $25 a week, and justified the dismissal on the grounds of disobedience and incompetence. The plaintiff's claim was for $6,500. The defendants contended that, in view of the claim being for more than four years' salary, on the plaintiff's own shewing, it was necessary to know whether the allegations in the paragraphs complained of were intended to be in addition to the claim under paragraph 10. The defendants relied on the decision of the Lords in Addis v. Gramophone Co., [1909] A.C. 488, 493. The plaintiff contended that a decision of the House of Lords was not binding on the Courts of this Province. The Master said that that was answered by Trimble v. Hill, 5 App. Cas. 342, 344; and mentioned as an instance of the effect of a judgment of the House of Lords, that the whole practice in Ontario under Con. Rule 603 is governed by the decision in Jacobs v. Booth's Distillery, 50 W.R. 49, 85 L.T. 262. He was of opinion that the plaintiff was entitled to know what case he was to meet at the trial, and also on what issues he was to examine the plaintiff for discovery. He ordered that the plaintiff should, within two days, give particulars of how the sum of $6,500 was arrived at. Costs in the cause. R. McKay, K.C., for the defendants. Grayson Smith, for the plaintiff.

RE SOLICITOR—MASTER IN CHAMBERS—SEPT. 12.

Solicitor—Order for Taxation of Costs of Surrogate Court Proceedings—Reference to Taxing Officer—Taxation not Binding on Surrogate Court Judge.]—Motion by the residuary legatees under a will to set aside an order made by the Master, upon the ex parte application of the solicitor, on consent of the executor of the will, for taxation by one of the Taxing Officers of the Supreme Court of Judicature, of the solicitor's bill of costs rendered to the executor in respect of the winding-up of the estate in a Surrogate Court. The applicants feared that they might be prejudiced by the matter being taken away from the Surrogate Court Judge. Counsel for the solicitor pointed out that the certificate of the Taxing Officer would not be binding on the Surrogate Court Judge. The Master said that he agreed with this; and the motion would, therefore, be dismissed. Had the circumstances been fully gone into on the

original application, the Master was not sure that it would have been granted ex parte; and, for that reason, there should be no costs of this motion. T. J. Blain, for the residuary legatees. H. S. White, for the solicitor.

HITCHCOCK v. SYKES—FALCONBRIDGE, C.J.K.B.—SEPT. 13.

Vendor and Purchaser—Contract for Sale of Mining Lands—Default—Delivery up of Possession Free from Incumbrances—Mechanics' Liens—Discharge—Fraud—Reference.]—An action by the vendors for the specific performance of a contract for the sale of certain mining lands, for payment of $20,000, the first instalment of the purchase-money; or, in the alternative, for possession and damages for breach of the contract. The Chief Justice said that it was most likely that, as between the defendant Webster and the defendant Sykes, his friend, co-worker in church matters, and co-adventurer in this enterprise, a fraud was practised by Sykes by the suppression of the fact that Sykes was getting a commission on the purchase-money; and it might be that Webster did not discover this until some months after the agreement. But the evidence did not satisfy the Chief Justice that the plaintiffs, or any of them, were parties to the fraud—if fraud there was—or practised or attempted to practise any concealment. There was much that took place on the 12th April which might have directed Webster's attention to what was going on, and which did not seem consistent with any desire on the part of the plaintiffs to cover anything up. As to this, the defence and counterclaim fail. It may be that, having regard to the condition of the title, no re-conveyance of the lands or rights therein by the defendants is necessary; but the defendants have failed to put the plaintiffs in possession of the lands and premises free from all incumbrances—in the Recorder's office and in fact—in law as well as in morals. It does not appear that the plaintiffs have received any benefit or the full benefit of the work done in respect of which the liens were filed. There is evidence that the methods pursued were a positive eventual disadvantage to the property. All the other matters are the subject of a reference. Judgment for the plaintiffs with the costs of action and counterclaim. Further directions and subsequent costs reserved until after the Master's report. C. H. Cline, for the plaintiffs. G. H. Kilmer, K.C., for the defendant Webster.

NOTE.

In Shaw v. St. Thomas Board of Education, 2 O.W.N. 1467, it is stated that the judgment of the Court of Appeal allowing the appeal was delivered by MACLAREN, J.A., on the 19th July, 1911. The written reasons of MEREDITH, J.A., for agreeing in allowing the appeal, were on the 13th September, 1911, delivered to the Registrar.