Protection of highway crossing—*Horse running into engine on highway—Defendants not liable.*]—Sup. Ct. Ont. (2nd App. Div.) *held*, that defendants were not liable for damages where a horse ran into an engine of defendants upon the public highway where the same crossed the right-of-way.—Judgment of O'Leary, Dist. Ct. J., confirmed. *Prior* v. *Canadian Pacific Rw. Co.* (1913), 25 O. W. R. 163.

REFERENCE.

Accounts — *Appeal from master—Automobile company—Sale of assets—Mode of taking accounts—Appeal—Variation.*] — Latchford, J., (23 O. W. R. 780) on an appeal from the report of the Local Master at Sandwich upon the state of accounts between the parties reduced the amount found due plaintiff from $12,130.72 to $11,634.20, and gave judgment for plaintiff for latter amount with costs of action and reference.—Sup. Ct. Ont. (1st App. Div.) varied above judgment, holding that upon the facts as disclosed upon the reference the defendants did not owe plaintiff anything.—Judgment declaring that neither party is indebted to the other, no costs to either party. *Richards* v. *Lambert* (1913), 25 O. W. R. 352; 5 O. W. N. 388.

SALE OF GOODS.

Action for price—*Alleged error in bookkeeping—Appeal—Dismissal of.*]—Sup. Ct. Ont. (1st App. Div.) dismissed an appeal by defendants from the judgment of the County Court of the County of York in favour of the plaintiffs in an action to recover $213.22, the price of certain goods sold and delivered to defendants. *Moore* v. *Modern Skirt Co.* (1913), 25 O. W. R. 849.

Chattels in moving picture theatre — *Refusal of lessor to consent to assignment of lease to purchaser—Condition — Evidence — Refusal of lessor brought about by defendant—Waiver—Estoppel—Cheque—Action on—Appeal.*] —Action upon a cheque for $450 given as part payment upon the purchase of certain chattels appurtenant to a moving picture theatre by the defendant from the plaintiff. Defendant alleged the transaction had fallen through by reason of the refusal of the lessor of the theatre premises to consent to an assignment of the lease thereof to the defendant.—Bell Co.C.J., dismissed the action with costs.—Sup. Ct. Ont. (2nd App. Div.) *held*, that the defendant by his acts was estopped from denying the validity of the purchase.—Appeal allowed and judgment entered for plaintiff for $450 and costs. *Bates* v. *Little* (1913) 25 O. W. R. 156; 5 O. W. N. 180.

Consignment of goods for sale—*Evidence as to terms of contract — "Guaranteed advance" — Appeal — Costs.*]—Sup. Ct. Ont. (1st App. Div.) dismissed an appeal by defendants from the judgment of the Judge of the County Court of the United Counties of Durham and Northumberland, awarding plaintiff $488.58 for apples consigned by them to defendants. *Kelly* v. *Stevenson* (1913), 25 O. W. R. 37; 5 O. W. N. 10.

Default in delivery of goods purchased—*Cause of—Evidence—Dismissal of action — Contingent assessment of damages.*] — Middleton, J., *held*, in an action for damages for non-delivery of goods as ordered that the default was due solely to the actions of the plaintiffs and dismissed the action with costs, but fixed the damages in the event of a successful appeal at $1,000. *David Dick & Sons, Ltd.* v. *Standard Underground Cable Co. & Hamilton Bridge Works* (1913), 25 O. W. R. 53; 5 O. W. N. 82.

Possession in vendors till payment—*Rescission of contract—Consent to—Recovery of purchase price—Appeal—Variation in judgment—Costs.*]—Sup. Ct. Ont. (2nd App. Div.) varied a judgment of the County Court of the County of Carleton in favour of plaintiffs for $229.20, moneys paid for goods of which possession was resumed by defendants, holding that plaintiffs were entitled to possession and defendants to the balance of the unpaid purchase money as the contract had not been rescinded. *Blais* v. *Bigovaise* (1913), 25 O. W. R. 851.

Timber on land—*Unilateral contract—Lack of consideration—Removal and payment in reasonable time — Implied terms — Resale — Notice—Action for trover—Third party—Costs.*] — Britton, J., *held*, that a unilateral contract for the sale of certain piling upon vendor's land to be paid for before removal contemplated, removal and payment within a reasonable time, and where the purchaser made no effort to remove the piling within a reasonable time, the vendor had a right to treat the contract as at an end.—*Brown* v. *Dulmage*, 10 O. W. R. 451, referred to. *McGregor* v. *Whalen, et al.* (1913), 25 O. W. R. 626; 5 O. W. N. 680.