

The latest English case is *Thames & Mersey Marine Ins. Co. v. Societa di Navigazione a Vapore del Lloyd Austriaco* (1914), 30 T. L. R. 475, shewing business a good deal like the kind of business done by the agent in the present instance. What was done here would appear to be sufficient under the English decisions—but the language of our Rule carries the compass of business over a larger area than the English practice.

The Master's order should be affirmed with costs in cause to the plaintiffs.

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HON. SIR JOHN BOYD, C.

MAY 27TH, 1914.

HEWARD v. LYNCH.

6 O. W. N.

*Vendor and Purchaser—Agreement for Sale and Purchase of Land—Deed to be Given when All Instalments Paid—Spoliation of Land by Purchaser in Meantime—Injunction—Default in Payments—Relief from Forfeiture upon Payment of Amount Due under Agreement.*

Where under an agreement for sale the purchaser was not to get a deed until all instalments had been paid:—

BOYD, C. *held*, that in the absence of express stipulation the purchaser could not in the meantime haul off and convert to his own use parts of the premises consisting of gravel. The purchaser, however, was relieved from forfeiture and cancellation of the contract upon paying into Court the whole amount of the purchase money.

Action to recover possession of land, for an injunction restraining defendant from removing gravel therefrom, and for a declaration of forfeiture of the rights of defendant under an agreement for sale of the land to him.

A. H. F. Lefroy, K.C., for the plaintiff.

A. F. Lobb, K.C., for the defendant.

HON. SIR JOHN BOYD, C.:—According to the agreement for sale the purchaser was to pay by instalments in four years and then to receive a deed of the land with certain covenants specified in the writing. It is to be inferred that the whole plot, laid out in lots, was to be occupied by residences, but beyond that there are no restrictions relating to the taking or excavating gravel. There is no express provision for occupation of the premises pending completion of payment, though that may be inferred; and there is certainly no term authorising the purchaser, pending the completion of the contract, to haul off and convert to his own use parts of the premises consisting of gravel. That act