

damages. The action was tried without a jury at Haileybury. KELLY, J., in a written judgment, set forth the facts, and said that the plaintiff's position was, that he, being the locatee of the land and owner of the timber thereon, the defendant Midanick, assuming to act as owner thereof, in conjunction with the defendant Leverton, illegally caused to be cut from the land a quantity of timber, which was then sold to Leverton and the defendant Morgan. The plaintiff denied executing the assignment. The learned Judge had no difficulty in finding that the signature to the assignment was the plaintiff's. Other grounds were urged by the plaintiff; but, having regard to all the circumstances of the case—set out in the judgment—the plaintiff failed, and the action must be dismissed with costs. G. Mitchell, for the plaintiff. A. Cohen, for the defendants.

KONKLE v. KONKLE—MIDDLETON, J.—DEC. 15.

Contract — Joint Dealing of Uncle and Nephew in Mining Lands and Company-shares—Moneys Paid by Uncle—Charge on Shares of Nephew—Conversion of Part—Personal Judgment against Estate of Nephew (Deceased)—Lien on Shares Remaining—Costs.]— Action by Judson O. Konkle against the administratrix of the estate of his deceased nephew John W. Konkle to recover moneys alleged to have been appropriated by the nephew in his lifetime in a joint transaction in mining lands and company-shares. The action was tried without a jury at Hamilton. MIDDLETON, J., stated the facts in a written judgment and said that by an agreement made between the uncle and nephew in June, 1911, and embodied in a written memorandum, 50,000 shares in the company held by the nephew were charged with half of the sum of \$3,385, the amount advanced by the uncle for the purchase of an interest in the lands, for which shares in the company were afterwards substituted, and that there being now only 40,500 shares forthcoming, it must be presumed that the nephew converted 9,500 shares to his own use, and his estate must be charged with these at 8 cents a share, the selling price named in the agreement. Judgment for \$760 against the estate of John W. Konkle and declaring a lien upon the remaining 40,500 shares for \$1,692.50 and interest from the 26th June, 1911, less such sum as may be recovered under the personal judgment against the estate, with costs of the action, to be levied de bonis et terris intestatoris. C. W. Bell, for the plaintiff. W. S. MacBrayne, for the defendant.