STEPHENSON v. BROWN—ROSE, J.—DEC. 30.

Trees and Timber—Trees Cut on Plaintiff's Land in Excess of Authority—Finding of Trial Judge—Damages.]—Action for damages for the cutting of trees on the plaintiff's land and injuring certain small trees not cut. The defence was, that the trees were bought by the defendant from the plaintiff. The action was tried without a jury at a Toronto sittings. ROSE, J., in a written judgment, found, after reviewing the evidence, that nothing stood in the way of the plaintiff's claim in respect of all the cutting except that expressly authorised by her, and that the plaintiff would be compensated if the damage done by the cutting was assessed at $1,260, i.e., $1,000 more than she had been paid. There should be judgment for the plaintiff for $1,000 and costs. James McCullough and John W. McCullough, for the plaintiff. William Proudfoot, K.C., and G. H. Gilday, for the defendant.

DOUGHERTY v. ANNALY—ROSE, J.—DEC. 31.

Injunction—Interim Order—Structural Alteration in Demised Premises—Limited Restraint—Payment into Court.]—Appeal by the plaintiff from an order of the Local Judge of the County of Essex, dated the 22nd December, 1919, refusing to continue an injunction granted on the 12th December, but making certain provisions for payment of moneys into Court; and cross-appeal by the defendants from the order for payment in. The appeals were heard in the Weekly Court, Toronto. ROSE, J., in a written judgment, said that the Local Judge was right in refusing to grant an injunction as wide as the ex parte injunction of the 12th December. If the plaintiff had moved before the excavating had been done or the porch had been torn away, she ought to have had an injunction against the excavating and the tearing down of the porch, etc.; but the foundation had been dug and the porch was gone; and, assuming it to be true, as stated by one of the deponents, that the contemplated building would not be as high as the plaintiff's first storey windows, the balance of convenience was in favour of the refusal of any interlocutory injunction against building. This, however, did not mean that the defendants were to be allowed to make holes in the walls of the building leased to the plaintiff, or to tear out the bay window spoken of by the plaintiff on her examination, or to make any other structural alteration in the demised premises: against all such acts there should be an injunction. The order as to payment into Court could not stand with the injunction now granted. The plaintiff ought to go to trial at the next sittings at Sandwich. Costs in the cause. D. L. McCarthy, K.C., for the plaintiff. A. W. Langmuir, for the defendants.