

Those parts of paragraphs 5 and 7 only state that plaintiff has not received the 100 shares though defendants have frequently promised to give them.

The part of paragraph 6 objected to as embarrassing states the reasons of the desire of the defendants to retain the services of plaintiff and why it was easy and natural for the individual defendants to make the alleged offer as they had been allotted a large block of the common stock for work which was mostly all done by plaintiff himself.

I see nothing irrelevant or embarrassing in these statements, to warrant their excision. The order will, therefore, be as above indicated. The costs of the motion will be in the cause to the plaintiff only, as well for the reasons already given and because, after serving a demand for particulars on the Toronto agents of plaintiffs' solicitors, the present motion was launched without waiting for any reply to that demand.

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DIVISIONAL COURT.

OCTOBER 21ST, 1912.

BOLAND v. PHILP.

4 O. W. N. 166.

*Vendor and Purchaser — Contract for Sale of Land — Absence of Authority from Owner — Contract with Husband — Correspondence — Establishment of Contract.*

KELLY, J., 22 O. W. R. 849; 3 O. W. N. 1562. dismissed without costs action for specific performance of an alleged agreement to sell certain lands, holding that no authority had been given by defendants to their agents for the sale, and that there was no sufficient note or memorandum in writing to satisfy the Statute of Frauds.

DIVISIONAL COURT dismissed plaintiff's appeal with costs.

Appeal by the plaintiff from a judgment of HON. MR. JUSTICE KELLY, 22 O. W. R. 849; 3 O. W. N. 1562.

The appeal to Divisional Court was heard by HON. SIR JOHN BOYD, C., HON. MR. JUSTICE LATCHFORD and HON. MR. JUSTICE MIDDLETON, on 21st October, 1912.

W. R. Smyth, K.C., for the plaintiff, appellant.

J. J. Gray, for the defendants, respondents.

THEIR LORDSHIPS (V.V.), dismissed the appeal with costs.