

the plaintiffs, which he held. The agreement was alleged to have been made by one Murphy, an officer of the plaintiffs, on their behalf, and ANGLIN, J., was of opinion that it had been ratified by the plaintiffs. The Court (MEREDITH, C.J.C.P., MAGEE and LATCHFORD, JJ.), were of opinion, upon the evidence, that the proper conclusion upon the whole case was that the onus which rested upon the defendant of proving the alleged agreement with Murphy had not been met. Order of ANGLIN, J., reversed, so far as it allowed the claim of \$1,000, and report as to it restored. The defendant to pay the costs of the appeal. G. H. Watson, K.C., and P. K. Halpin, for the plaintiffs. O. E. Culbert, for the defendant.

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KASTNER v. MACKENZIE—DIVISIONAL COURT—MARCH 8.

*Sale of Goods—Refusal to Accept.*—An appeal by the plaintiff from the judgment of TEETZEL, J., ante 287, was dismissed by the Court (FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.) G. G. McPherson, K.C., for the plaintiff. R. S. Robertson, for the defendant.

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BRENNAN v. GRAND TRUNK R. W. CO.—DIVISIONAL COURT—  
MARCH 8.

*Master and Servant—Injury to and Death of Servant—Negligence—Railway.*—An appeal by the plaintiffs from the judgment of MULOCK, C.J.Ex.D., ante 365, was dismissed by the Court (FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.) A. E. Fripp, K.C., for the plaintiffs. D. L. McCarthy, K.C., for the defendants.

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ST. GEORGE MANSIONS v. KING—DIVISIONAL COURT—MARCH 9.

*Landlord and Tenant — Possession after Expiry of Lease — Treaty for New Lease—Tenancy at Will.*—Appeal by the defendant from the judgment of DENTON, Jun. J. of the County Court of York, in favour of the plaintiffs in an action in that Court to