

The defendant Monck is vice-president of the Hamilton Jockey Club, and their representative on the Canadian Racing Association. It appears from his, and other evidence that the representatives of the various racing clubs constitute the Canadian Racing Association, and have agreed to be, and are bound by the rules of such Association at the race meetings of the clubs forming the Association; that there was a proper meeting of the Association, when the Scully matter came up, in which Hendrie represented the Windsor Club, Madigan represented the Fort Erie Club, Monck the Hamilton Club, and Fraser was Secretary of the association.

There can be no doubt upon the evidence that the action taken by the association was binding upon the various clubs so represented at the association; that the Hamilton Club through their vice-president approved of the action of the association in respect of Scully, and that the officer acting directly under the direction of Monck, as vice-president of the Hamilton Jockey Club, ejected the plaintiff from the track in the manner above described.

In the well known case of *Wood v. Leadbitter*, 13 M. & W. 838, it appears that "Lord E. was steward of the Doncaster races; that tickets of admission to the grand stand were issued, with his sanction, and sold for a guinea each, entitling the holders to come into the stand, and the inclosure round it, during the races; that the plaintiff bought one of the tickets, and was in the inclosure during the races; that the defendant, by the order of Lord E., desired him to leave it, and, on his refusing to do so, the defendant, after a reasonable time had elapsed for his quitting it, put him out, using no unnecessary violence, but not returning the guinea." Held in an action of trespass for assault, and false imprisonment, that on this evidence the jury were properly directed to find the issue for the defendant, holding that a right to come and remain for a certain time on the land of another can be granted only by deed; and a parol license to do so, though money be paid for it, is revocable at any time, and without paying back the money.

Mr. McCarthy, while admitting the force of this case, urged that the evidence in the present case disclosed an illegal agreement among the defendants to induce the Hamilton Jockey Club to break a contract made with the plaintiff, and referred to *Quinn v. Leathem*, [1901] A. C. 495, but