

fits"—Right to deduct taxes—No jurisdiction in Court—6 Edw. VII., c. 31, ss. 17, 51, 63, and 64. *Waterloo v. Berlin*, 337.

TIMBER.

Bolts—Contract for getting out—Construction of contract—Breach—Counterclaim—Damages. *Keenan v. Foster*, 153.

Crown Timber Act—R. S. O. 1897, c. 32—License to cut—Execution against licensee—Seizure of cut timber—Rights under license exigible—Interest in land—Notice. *McPherson v. Temiskaming Lumber Co. Ltd.*, 458.

Right to—Findings in prior action—Injunction. *Quebec Bank v. Sovereign Bank (No. 3)*, 574.

TRESPASS TO LANDS.

Public road allowance—Action against pathmaster—Plaintiff claimed he had given other lands in lieu—Possession for 60 years. *Mills v. Freel*, 45.

TRIAL.

Jury notice—Action for declaration of trust in respect of land—Exclusive jurisdiction of chancery—Ontario Judicature Act, s. 103—Striking out notice. *Roscoe v. McConnell*, 108.

Jury notice—Struck out—Action against physician for malpractice. *Gerbracht v. Bingham*, 82.

New—Finding of jury—Unwarranted by evidence. *Reiffenstein v. Dey*, 48.

New trial—Terms—Payment of costs, and into Court. *Nokes v. Kent*, 267.

VENDOR AND PURCHASER.

Building restrictions—"One building"—Contempt of Court—Motion to commit—Amendment of plans and structure—"Front" of building—Defendant given benefit of doubt. *Holden v. Ryan*, 961.

Cancellation of agreement—Default in instalment—Whereabouts of vendor—Purchaser bound to make enquiry—Payment. *Prudhomme v. Labelle*, 388.

Contract for sale of land—Absence of authority from owner—Contract with husband—Correspondence—Establishment of contract. *Boland v. Philp*, 185.

Contract for sale of land—Default—Rescission—Forfeiture of sums paid—Judgment—Costs. *Young v. Plotymeki*, 56.

Contract for sale of land—Rescission—Return of promissory notes—Conditions of sale—Conditions not as represented. *Walker v. Maxwell*, 57.

Deficiency in frontage—Encroachment—Estoppel—Possession not notice—Presumption of accuracy in conveyance of $\frac{3}{4}$ of an inch—Innocent purchaser. *Re Match v. Clavir*, 279.

Encroachments—Title by possession—Acceptance of. *Butler and Henderson, Re*, 576.

Option contained in lease—Notice of intention to exercise—Tender made after action brought—Insufficiency of—Acceptance varies conditions of option—No provision for cash payment—Lack of seal or consideration. *Miller v. Allen*, 527.

Specific performance—Action for—Statute of frauds—Description of land—Extrinsic evidence as to identity—Failure to prove charge of fraud—Incomplete contract—Parties never ad idem. *Reynolds v. Foster*, 933.

Specific performance—Authority of agent—Variation from authorized terms—Sale for all cash instead of part on mortgage—Dismissal of action. *Levitt v. Webster*, 633, 697.

Specific performance—Authority of solicitor—Agency. *Foran v. Martel*, 626.

Specific performance—Conveyance to wife—Collusion. *Musselwhite v. Lucas*, 605.

Specific performance—Evidence—Interpretation of agreement. *Gertzbein v. Bell*, 958.

Specific performance—Laches—Moneys paid as "deposit"—Return of—Costs. *McGreevy v. Hodder*, 699.

Specific performance—Objection to title—Prior application under Vendor and Purchaser Act—Res judicata—Will—Parties—Practice—Originating notice. *Cameron v. Hull*, 736.