

claim. Reference directed as to all these matters; proceedings in the nature of foreclosure or recovery of possession stayed in the meantime. Further directions and costs reserved until after report. S. C. Smoke and Grayson Smith, for the plaintiff. R. McKay, for the defendants except the defendant W. J. Casler.

SWEENEY V. SISSONS—TEETZEL J.—MARCH 5.

Contract—Timber—Declaration—Injunction — Costs.]—Action to establish and enforce an agreement of the 18th February, 1907, for an interest in certain timber acquired by the defendants from one Sprague. The learned Judge is unable to find, upon all the evidence, that the plaintiff has established any agreement entitling him to an interest in the pine timber acquired by the defendants from Sprague. The defendants having elected to carry out the agreement as to the timber other than pine, upon the plaintiff agreeing to an extension of time for the removal of the same, corresponding with the time allowed or to be allowed by the Crown for the removal of the pine, and the plaintiff having agreed to this, judgment to go declaring that, with this modification, the plaintiff is entitled to have the agreement, as to all timber other than pine, carried out. In other respects action dismissed, and counterclaim also dismissed. The plaintiff to pay to the defendants all costs occasioned by his claim in respect of the pine timber, including the costs of the motion for an interim injunction. No other order as to the costs of the action or counterclaim. McGregor Young, K.C., for the plaintiff. Glyn Osler, for the defendants.

MCCARTHY & SONS CO. v. W. C. MCCARTHY—DIVISIONAL COURT—
MARCH 7.

Contract—Company—Authority of Agent—Ratification.]—An appeal by the plaintiffs from an order of ANGLIN, J., 12 O. W. R. 1123, varying a report of the local Master at Ottawa by allowing to the defendant \$1,000 which he alleged the plaintiffs had agreed to pay him, in consideration of his giving up the Ottawa agency of