

not think it proper to refuse to continue the injunction until the trial of the action. It was practically admitted on all hands that no interests will be seriously affected by so doing, and he thought it would be more appropriate and convenient to have the preliminary questions in issue disposed of before the arbitration goes on. [Reference to *Wood v. Lillies*, 61 Law Journal (Chy.) 158; *North London Ry. Co. v. Great Northern Ry. Co.* 11 Q.B.D. 30; *Farrar v. Cooper*, 44 Ch.D. 323; *Kitts v. Moore* (1895), 1 Q.B.D. 253; *Bentinek v. Norfolk Estuary Co.*, 26 Law Journal 404.] The injunction to be continued until trial, which, in the circumstances, should be hastened as much as possible. The costs of the motion for the injunction, and of this motion, to be disposed of by the trial Judge. J. M. McEvoy, for the plaintiff. G. H. Watson, K.C., for the defendants.

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HUNT V. MOORE—DIVISIONAL COURT—APRIL 7.

*Sale of Lands—Agent—Claim for Commission—Refusal to Carry out Contract.*]—Appeal by defendant from judgment of the District Court, Thunder Bay, of 31st January, 1911. The action was for the recovery of \$650 claimed for commission by plaintiff, a real estate agent, for the sale of defendant's lands. At the trial, judgment was given for plaintiff for amount claimed and costs. The judgment of the Court (BOYD, C., CLUTE and SUTHERLAND, JJ.) was delivered by BOYD, C., to the following effect: "Hewitson, we are now told, refuses to carry out the contract, but whether he can be forced, or not, does not appear to me material on this appeal. Upon the evidence before us the plaintiff earned his right to be paid a commission; he had a contract signed in proper and intelligible terms—if the legal effect of it is different from what one of the parties thought, that does not oust the legal claim by the agent, who did all that he needed to do in securing a purchaser on the terms proposed. Appeal should be dismissed with costs." F. Aylesworth, for the defendant. H. Cassels, K.C., for the plaintiff.

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RE COOK ESTATE—SUTHERLAND, J.—APRIL 10.

*Will—Legacy—Vested Interest.*]—Motion by the executors of the estate of William Cook, for the construction of his will. William Cook died on the 30th May, 1888, having first made his last will, dated 28th May, 1888, which contained the following