

the plaintiff upon sales of land made for the defendants; for an account, an injunction, and other relief. The action came on for trial before LATCHFORD, J., without a jury. The plaintiff desired to have a reference as to the whole of the questions involved in the action; but the learned Judge was of opinion that there were issues of law and fact which should be disposed of by him. The issues he found mainly in favour of the defendants. The total amount claimed by the plaintiff was \$9,747.52. The learned Judge, taking this sum as a basis, finds that payments made by the defendants, together with overcharges and improper charges, unfounded claims, etc., amount to \$10,060.87, leaving a balance in favour of the defendants the Canadian Securities Corporation Limited of \$313.35, for which sum, with costs of defence, these defendants should have judgment, unless the plaintiff elects within 10 days to take a reference as an indulgence. If he so elects, the onus will be upon him to shew that the sums allowed are incorrect; and further directions and costs will be reserved. In the event of the plaintiff electing not to take a reference, the judgment will direct that, upon payment of the sum of \$313.35 and interest and costs of defence and subsequent costs (if any), within 6 months before actual sale of the property, the plaintiff shall be entitled to a conveyance of certain Lindsay lots, and that, upon sale of the lots, the net proceeds thereof, after deducting the amount owing to the defendants the Canadian Securities Corporation Limited, shall be paid to the plaintiff. As against the other defendants, action dismissed with costs. F. Arnoldi, K.C., and D. D. Grierson, for the plaintiff. I. F. Hellmuth, K.C., and F. S. Mearns, for the defendants the Canadian Securities Corporation Limited. W. K. Fraser, for the other defendants.

CHISHOLM V. GOLDFIELDS LIMITED—LENNOX, J., IN CHAMBERS—
DEC. 22.

Judgment—Default in Payment of Costs — Motion to Set aside Judgment—Extension of Time for Moving—Leave to Defend—Rule 176—Terms—Costs—Security.]—Motion by the defendants to set aside a judgment entered against them for default of compliance with an order for postponement of the trial; and for an extension of the time for moving, and for leave to defend. LENNOX, J., said that the application was not governed by *Strati v. Toronto Construction Co. (1910)*, 22 O.L.R. 211, 2 O.W.N. 172, nor by *Crown Corundum and Mica Co. v. Logaa*