

ings contained only a layer of these on top, the lower part of the packages being filled with stones. The presumption would be that Mumme had sold the abstracted casings; but it is not proved that he was paid for the whole of them. The defendants under the policy would only be liable for the money he actually received. The exact amount can be ascertained on the reference.

The amount of the policy was \$5,000. The plaintiff swore that the defalcation amounted to \$7,102.01. The Chancellor gave judgment for \$2,000, subject to variation at the instance of either party by reference to the Master at London.

In my opinion there is ample evidence to sustain this judgment, and the appeal should be dismissed.

HON. SIR WM. MEREDITH, C.J.O., HON. MR. JUSTICE MAGEE and HON. MR. JUSTICE HODGINS:—We agree.

HON. MR. JUSTICE BRITTON.

APRIL 20TH, 1914.

KENNEDY v. SUYDAM REALTY CO.

6 O. W. N. 263.

Injunction — Interim — Restraining Sale of Lands—Decision of Master of Titles.

BRITTON, J., refused leave to appeal from decision of Master of Titles refusing to register a caution—Parties should get to trial as speedily as possible—Motion adjourned till trial.

Motion for injunction to restrain defendants in this action and each of them from selling or attempting to sell the lands or any of them, which are the subject of this action, or for an order granting to the plaintiff leave to appeal from an order of the Master of Titles at Toronto, made on 5th February, 1914, refusing an application to register a caution relating to said lands.

W. N. Tilley, for plaintiff.

E. D. Armour, K.C., for defendants.