

was even pronounced before this doctrine had been made as clear as it has during late years, particularly by the decision in *Kay, J. Lawrence v. Errington*, 21 Grant 260; and *Handy v. Carruthers*, 25 Ont. 279.

It was contended that this was a license which might be revoked, and was revoked by the death of the plaintiff's father. As I have said it was a license subsidiary to the contract for the sale of the timber, and it existed while that contract existed, and if the time for performance of that contract was validly extended as I have endeavoured to shew, the license was extended with it. It was not, in my opinion, revoked by the testator's death. In *Marshall v. Green* that point was taken by counsel that the license was a revocable license, but the Court did not give effect to that contention.

All of the English cases from *Thomas v. Sorrell*, Vaughan 330, to *Lowe v. Adams* (1901), 2 Ch. 598, shew, I think, that the fact of there being a gift or sale of the trees or the game as well as the license to cut or shoot is not a revocable license. The decision of *Kay, J.*, which I have already quoted from at length shews that *Wood v. Ledbetter* is a case to be dealt with differently in a Court of Equity, namely, as to the foundation of the grant to which the license is subsidiary. A few American cases in common law Courts were cited to me. But there are cases even at common law in the States which shew that there might be a parol extension of the term of one of those agreements. I merely set them off. I do not rely on them. *Granger v. Palmer*, 56 Hun. 481 and *Williams v. Ford*, 63 Mich. 484, in which I think the Court was divided, but this view was afterwards affirmed in *Macomber v. Detroit*, 108 Mich. 493.

In my opinion the defendant has proved an agreement for extension for a reasonable time at \$10 per year, and I hold that the years 1910 and 1911 were a reasonable time in which to remove the timber from the lot. He had all of 1911 in which to pay the sum of \$10 for that year. The defendant may pay the \$10 for the year 1911 into Court within thirty days.

The defendant will, thereupon, have judgment dismissing the action with costs.

All necessary amendments are made in the pleadings to cover the facts as found.