

been directed, it will, when the case comes before it upon the Master's certificate, declare the rights of the parties in the matters in question."

In the case at bar it cannot be said that the judgment at the trial did not put into a train of investigation the matters in issue at the first hearing as to the right of the defendant to possession and to specific performance. The right of the defendant to both was denied, because, as alleged, time was of the essence of the agreement, and the payments had not been made at the stipulated times, and it cannot be said that the inquiries which were directed may not have been intended to enable the Court, at the hearing on further directions, to determine whether the defendant was entitled to the rights which he claimed.

In my opinion, the appeal fails and should be dismissed with costs.

MACMAHON, J.:—I entirely agree. The judgment pronounced at the trial and indorsed on the record by Mr. Justice Riddell was what the plaintiffs were contending for, and the judgment pronounced by the Chancellor on further directions was simply an amplification of the judgment on the record.

TEETZEL, J.:—I agree.

LATCHFORD, J.

NOVEMBER 20TH, 1909.

MORTON CO. LIMITED v. ONTARIO ACCIDENT INSURANCE CO.

*Employers' Liability Insurance—Judgment Recovered by Workman against Employer—Indemnity — Condition — Employment of Child under Fourteen — Knowledge of Employer—Evidence—Factories Act—Workmen's Compensation for Injuries Act — Estoppel.*

This action was first tried by MACMAHON, J., and judgment given for the plaintiffs (11 O. W. R. 828). Upon appeal a Divisional Court directed a new trial (12 O. W. R. 269). The action was brought to recover the amount paid by the plaintiffs to one Jones in respect of a judgment recovered against the plaintiffs by Jones in an action for damages sustained by Jones while in the plaintiffs' employment, the defendants having insured the plaintiffs