

cute a release, reciting the terms of Mr. Justice Teetzel's order, and the payment of the money to the executors thereunder. The learned Judge added that it was a pity that a small estate should be put to this expense, but there seemed to be no other way out of the trouble which had been created by the course adopted. J. Tytler for the petitioners. F. W. Harcourt, K.C., for the infants.

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COLE V. DESCHAMBAULT—LENNOX, J.—JUNE 30.

*Trust—Purchase of Crown Lands—Declaration of Trust in Respect of Share of Plaintiff's Assignor—Form of Judgment.*]—The judgment pronounced by LENNOX, J., on the 12th May, 1914 (ante 359), was settled by him in the following form. Let judgment be entered for the plaintiff in the terms of the prayer of the statement of claim, and for a reference to the Local Master at Ottawa to take an account and allow to the plaintiff one-fourth share of the net receipts and profits of the lumber and wood cut and converted by the defendant, and directing the defendant to convey to the plaintiff an undivided one-fourth share and interest in Petrie Island, upon payment of such sum, if any, as is found to be owing by the plaintiff to the defendant upon account of purchase-money, after charging the defendant with one-fourth part of the receipts and profits aforesaid, and for payment of the balance, if any, owing by the defendant to the plaintiff upon the taking of the accounts, and for the costs of the action and reference. H. H. Dewart, K.C., and C. A. Seguin, for the plaintiff. W. C. McCarthy, for the defendant.

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GRANT CAMPBELL & CO. v. DEVON LUMBER CO. LIMITED—  
LENNOX, J.—JUNE 30.

*Contract—Timber—Innocent Misrepresentation as to Quantity—Rectification of Contract—Payment for Value of Work Done—Evidence—Findings of Trial Judge.*]—Action to recover the balance of the amount due to the plaintiffs for work done for the defendants in cutting and getting out logs from timber limits, and for rectification of the agreement between the parties. LENNOX, J., said that the questions to be determined were: (1) the basis upon which the agreement was entered into; (2) whether the defendants misrepresented the