

amend his statement of claim as desired. The defendant must have 8 days thereafter to amend her statement of defence if so desired, and the costs of this motion as well as all costs lost or occasioned by reason of this order will be to defendant in any event. C. W. Plaxton, for the plaintiff. L. V. McBrady, K.C., for the defendant.

NIAGARA NAVIGATION CO. V. TOWN OF NIAGARA-ON-THE-LAKE—
MASTER IN CHAMBERS—DEC. 21.

Change of Venue—Renewal of Motion.]—After the dismissal of the motion to change the venue in this case on 10th December, (ante 459), the defendants renewed it on the ground of preponderance of convenience. The previous application was dismissed because on the pleadings the Master was of opinion that the action was not one coming under Con. Rule 529 (c). He now said that the pleadings had not since been varied, and he must therefore abide by his judgment on the previous motion from which no appeal had been taken, there being no preponderance of convenience shewn. Motion dismissed with costs to the plaintiffs in any event. R. H. Parmenter, for the defendants. T. L. Monahan, for the plaintiffs.

LEVITT V. WEBSTER—KELLY, J.—DEC. 27.

Sale of Land—Specific Performance—Authority of Agent—Alteration in Material Term—Authority must be Clear, Express, and Unequivocal.]—Action by Sarah Levitt against the defendant for specific performance of an alleged agreement for sale to the plaintiff of a property known as 111 West King street in the City of Hamilton. After a full review of the evidence in the case, which turned mainly on an agent's authority to sell on the terms of the agreement in question, the learned Judge came to the conclusion, (adopting the language of Idington, J., in *Gilmour v. Simon*, 37 S.C.R. 422), that he did not find in this case, "that clear, express, and unequivocal authority," given by the defendant to her agent, which would enable him to hold the plaintiff entitled to the specific performance claimed herein. Action dismissed with costs. A. M. Lewis, and F. F. Treleaven, for the plaintiff. T. Hobson, K.C., and J. M. Telford, for the defendant.