

on Agency, 3rd ed., p. 14. This he had not done; but, on the contrary, the defendants had clearly shewn that he was not their agent at the time. The plaintiff had not shewn any continuous course of dealing between the defendants and S. upon which the defendants could be charged. Action dismissed with costs. W. A. Dowler, K.C., for the plaintiff. A. J. McComber, for the defendants.

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BOWLEY v. CORNELIUS—TEETZEL, J.—MARCH 14.

*Vendor and Purchaser—Contract for Sale of Land—Mistake—Specific Performance.*]—Action by purchaser for specific performance of an agreement for the sale of land. There had been a prior agreement by the defendant to sell the same land to W., as to which the Judge finds that, though it was binding upon the defendant, both he and the plaintiff, by mistake, assumed that it was not binding and that W. had abandoned all right under it; and holds that the case is not one in which the Court should decree specific performance or award damages in lieu thereof. Action dismissed without costs. Alexander MacGregor, for the plaintiff. R. S. Robertson, for the defendant.

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BROWN v. CITY OF TORONTO—MASTER IN CHAMBERS—MARCH 15.

*Jury Notice—Action against Municipal Corporation—Misfeasance or Nonfeasance.*]—Motion by the defendants to set aside the plaintiff's jury notice in an action against the city corporation to recover damages for injuries caused to the plaintiff "by reason of a hole or depression in the boulevard," at the north-west corner of Elizabeth and Albert streets, "caused by the negligence of the defendants taking up the old sidewalk and not filling in." Held, a case of non-repair within sec. 104 of the Judicature Act. Reference to Burns v. City of Toronto, 13 O. L. R. 109; Keech v. Town of Smith's Falls, 15 O. L. R. 300, 302; Sangster v. Town of Goderich, 13 O. W. R. at p. 421; Dickson v. Township of Haldimand, 2 O. W. R. 969, 3 O. W. R. 52; Smith v. City of Vancouver, 5 B. C. R. 491; Goldsmith v. City of London, 16 S. C. R. 231; Barber v. Toronto R. W. Co., 17 P. R. 293. Order made striking out the jury's notice; costs in the cause. H. Howitt, for the defendants. S. H. Bradford, K.C., for the plaintiff.