

RIDDELL, J., IN CHAMBERS.

NOVEMBER 19TH, 1920.

TORONTO HOCKEY CLUB LIMITED v. ARENA GARDENS LIMITED.

Judgment—Amendment—Reference—Terms—Payment of Costs—Delay—Leave to Apply.

Motion by the defendants to vary the minutes of the judgment of the Court (ante 119) by adding a clause directing a reference to ascertain the amount due and owing by the defendants to the plaintiffs.

By direction of the Court, the motion was heard by RIDDELL, J., in Chambers.

A. C. McMaster, for the defendants.

W. R. Smyth, K.C., for the plaintiffs.

RIDDELL, J., in a short memorandum, said that, upon the defendants paying the costs of the application and undertaking to speed the reference, the motion should be granted. If the costs should not be paid within 10 days after taxation, the motion should be dismissed with costs. There should be liberty to apply in the event of delay in proceeding with the reference.

HIGH COURT DIVISION.

ORDE, J.

NOVEMBER 15TH, 1920

*DOBBIN v. NIEBERGALL.

Vendor and Purchaser—Agreement for Sale of Timber-license—Action by Purchaser for Return of Deposit and Damages for Breach of Contract—Specific Performance—Forfeiture—Purchaser at Fault—Provision as to Time—Waiver by Extension—Qualification—Equitable Relief.

Action to recover moneys paid by the plaintiff upon an agreement for the purchase by him of a timber-limit from the defendant, and for damages for the defendant's breach of the agreement.

The action was tried without a jury at a Toronto sittings.

C. M. Garvey, for the plaintiff.

* This case and all others so marked to be reported in the Ontario Law Reports.