unless the language was plain. Order declaring that a good title could be made; no costs as between vendor and purchaser. The vendor to pay the costs of the Official Guardian. G. R. Roach, for the vendor. Alexander Davidson, for the purchaser. E. C. Cattanach, for the infant.

DOWNEY v. BURNEY—MIDDLETON, J.—APRIL 2.

Contempt of Court—Disobedience of Injunction Order—Intentional Breach—Benefit of Doubt—Order for Payment of Costs.]—Motion by the plaintiff to commit the defendant for disobedience of an injunction order of the Court. MIDDLETON, J., said that he was not at all satisfied that the defendant did not intend to be guilty of some breach of the injunction. Technically he had undoubtedly been guilty of a breach. On the other hand, it appeared that there was a disposition on the part of the plaintiff to make too much of a comparatively small matter; and the learned Judge was disposed to give the defendant in one way the benefit of the doubt; intimating at the same time that nothing can justify even a technical violation of an order of the Court, more particularly when that order is based upon a consent. The Court should not go so far as to award imprisonment on the present occasion; and the ends of justice would be amply satisfied by directing the defendant to pay the costs of the motion. He should, however, understand that he must live up to the letter as well as the spirit of the injunction order, or take the consequences. Another Judge would perhaps not be as lenient. J. M. Langstaff, for the plaintiff. N. Sommerville, for the defendant.

WILLIAMSON v. PLAYFAIR—LENNOX, J.—APRIL 2.

Contract—Transfer of Company-shares—Sale or Pledge—Evidence—Finding of Fact of Trial Judge—Liability of Pledgee to Account for Price of Shares Sold.]—Action to recover the amount received by the defendant for certain shares of the capital stock of the Marks-Williamson Mines Company, transferred by the plaintiff to the defendant and sold by the defendant, less the amount of the plaintiff's promissory note. The learned Judge finds, upon the evidence, that the transaction be-