

BROWN ENGINEERING CORPORATION LIMITED v. GRIFFIN AMUSEMENT CORPORATION LIMITED—MULOCK, C.J.Ex., in CHAMBERS—Nov. 15.

*Master in Chambers—Jurisdiction—Removal of Cause from Inferior Court—Rule 208 (14)—Order of Officer Exercising Jurisdiction of Master—Nullity—Appeal.*]—Appeal by the defendants from an order of one of the Registrars, sitting for the Master in Chambers (Rule 760), refusing to transfer this action from a County Court into the Supreme Court of Ontario. The plaintiffs' claim was within the jurisdiction of the County Court. The defendants counterclaimed for an amount beyond the jurisdiction of the County Court. MULOCK, C.J.Ex., in a written judgment, said that an application for the removal of a cause from an inferior Court was expressly excepted from the jurisdiction of the Master in Chambers: Rule 208 (14). The Registrar's order was a nullity and not appealable. Appeal dismissed. S. W. Burns, for the defendants. E. F. Raney, for the plaintiffs.

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SOUTHBY v. SOUTHBY—FALCONBRIDGE, C.J.K.B.—Nov. 16.

*Injunction—Costs.*]—Motion by the plaintiff to continue an interim injunction granted by MIDDLETON, J. The motion was heard in the Weekly Court at Toronto. The learned Chief Justice continued the injunction until the trial, but to the extent of \$675 only. The costs of the defendants the Molsons Bank, fixed at \$20, to be paid out of the balance. Other costs to be costs in the cause unless the Judge at the trial should otherwise order. J. F. Boland, for the plaintiff. H. S. White, for the defendant Southby. A. J. Anderson, for the defendant bank.

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MOONEY v. McCUAIG—BRITTON, J.—Nov. 16.

*Vendor and Purchaser—Agreement for Sale of Land—Authority of Agent of Vendor—Ratification—Specific Performance—Reference—Costs.*]—Action by the purchaser for specific performance of a contract for the sale and purchase of land. The action was tried without a jury at L'Original. BRITTON, J., in a written judgment, said that, although the agreement for sale was not signed by the defendant, but by one Cheaney on the defendant's behalf, the authority of Cheaney as agent was established and