

RE AIKEN AND RAY—MEREDITH, C.J.C.P.—OCTOBER 23RD.

Vendor and Purchaser.—Upon a motion for further directions and costs reserved by an order made upon an application under the Vendors and Purchasers Act, it was ordered that each party should bear his own costs throughout. The Chief Justice pointed out that the order made on the original application, as drawn up and issued, did not conform to the order as pronounced, which was that the reference should be merely to take evidence as to the possession of the vendor of the land, to which she was unable to shew any title but one depending on length of possession. The order as issued directed a reference to inquire if the vendor could make a good title to the land in question, and if so when a good title was first shewn, etc. C. H. Porter, for the vendor. R. B. Henderson, for the purchaser.

MCCULLY V. MCCULLY—MASTER IN CHAMBERS—OCTOBER 27TH.

Interim Alimony.—In an action for alimony the Master considered and overruled several objections raised by the defendant to a motion for interim alimony and disbursements, and fixed a monthly allowance of \$16 from the service of the writ of summons and \$50 for interim disbursements. W. Laidlaw, K.C., for the plaintiff. J. A. Macintosh, for the defendant.

MCCALL V. CANE & Co.—MASTER IN CHAMBERS—OCTOBER 27TH.

Particulars.—A motion by the defendants for particulars of the statement of claim before the delivery of the statement of defence was dismissed by the Master. The action was on a contract made on the 5th April, 1907, by which the plaintiff sold to the defendants certain white pine lumber then in logs. W. Laidlaw, K.C., for the defendants. W. E. Middleton, K.C., for the plaintiff.

GOODALL V. CLARKE—RIDDELL, J.—OCTOBER 27TH.

Contract—Shares.—This was an action to enforce an agreement by the defendant for the assignment to the plaintiff of shares in a mining company, in consideration of moneys advanced by the plaintiff to the defendant. The defendant, having sold and transferred his shares, paid \$5,000 into Court. An issue of fact was raised as to whether the agreement had become effective, not having been executed by one Crawford. This issue the learned Judge decided in favour of the plaintiff, and directed a reference to determine the amount of damages to which the plaintiff was entitled; the defendant to pay the plaintiff's costs up to judgment; further directions and subsequent costs reserved. H. Cassels, K.C., for the plaintiff. G. H. Watson, K.C., and W. R. Wadsworth, for the defendant.

MITCHELL V. KOWALSKY—MASTER IN CHAMBERS—OCTOBER 28TH.

Chattel Mortgage—Foreclosure—Extension of Time.—The plaintiff held a chattel mortgage for \$4,500 on 300 Russian pictures valued by the mortgagor at over \$200,000. The mortgage becoming in default, an action was begun and an order made directing foreclosure on the 1st November, 1909, unless the defendant paid \$1,000 on the 1st October and \$4,372.45 on the 1st November. The \$1,000 was paid, and the defendant now moved for a further extension of 3 months. The Master referred to Imperial Trusts Co. v. New York Securities Co., 9 O. W. R. 45, 98, 730, and made the order as asked, upon terms as to payment of costs and payments on account at certain dates. A. Cohen, for the defendant. A. C. McMaster, for the plaintiff.