The appeals were heard in the Weekly Court, Toronto.
G. E. Newman, for the appellants.
A. C. McMaster, for the liquidator of the company.
I. F. Hellmuth, K.C., and A. Cohen, for the plaintiff.

MIDDLETON, J., in a written judgment, said, after setting out the facts, that the action was brought to restrain the company from collecting from persons (subpurchasers) with whom the plaintiff had made agreements for the sale of lots, and for damages. The company brought a cross-action to have it declared that an agreement between Diamond and the company was at an end by reason of Diamond having failed to sell 50 lots in each six months. A motion was made for an interim injunction and consolidation of the actions; and an order thereon was made on the 7th September, 1916, by which Davidson was appointed receiver to get in all money payable by subpurchasers. The order as issued contained no limitation. At the hearing the action was dismissed (12 O.W.N. 226), and this was affirmed on appeal to a Divisional Court (14 O.W.N. 94). On the 17th February, 1919, the Supreme Court of Canada reversed the judgment of the Divisional Court, and gave judgment for the plaintiff, declaring the agreement valid and subsisting, and directed a reference to ascertain what sum was payable by the defendants to the plaintiff in respect of moneys received on account of any of the lots in the subdivision.

The receivership order was not recited in the judgment of the Supreme Court of Canada, and was not part of the case on the appeal to that Court.

Davidson contended that the receivership came to an end at the trial, and that he could not be held liable beyond that date; and, second, that he was liable only for moneys received or receivable under the Diamond contracts, and not for moneys received under the contracts made by the company with subpurchasers.

The Referee directed Davidson as receiver to bring in: (1) an account of all agreements made by the defendants with purchasers of any of the lots; and (2) an account of all moneys paid by all subpurchasers from the 7th September, 1916, to the present time.

The first direction should be vacated and the second affirmed; costs in the reference.

The learned Judge was of opinion that the receivership did not come to an end at the hearing.

The appeal by the mortgagees, Davidson and Hunter, was from the refusal of the Referee to give them leave to proceed upon their mortgage.

The learned Judge was of opinion that the mortgagees should