RIDDELL, J., delivering the judgment of the Court, said that the defendant employed the plaintiff to sell certain property, and got for and delivered to him information from which the plaintiff drew up a description of the property. Before anything in the way of a sale was placed in train, the plaintiff asked for and received from the defendant further particulars, shewing that, instead of 26 square miles of pulpwood lands, there were only 5; nevertheless, the plaintiff sold on the original description. The purchaser refused to complete his purchase, alleging indeed other grounds than the difference in acreage of the limits.

There was no contract enforceable at law entered into by means of the plaintiff's efforts, nor did he secure a customer willing to take the property.

However the case might have stood had there been no changed description given, and the plaintiff had made a sale on the original description (as to which such cases as Green v. Lucas (1875), 31 L.T.R. 731, 33 L.T.R. 584, may be looked at), it was clear that the defendant's employment of the plaintiff, at the time of the alleged sale, was to sell according to the amended description and not otherwise—and on this the plaintiff did nothing.

This was in substance what the learned Chief Justice of the Common Pleas had found.

Appeal dismissed with costs.

OCTOBER 20TH, 1915.

SEVERT v. PLAUNT.

Crown Lands—Purchase from Crown—Purchase-money Unpaid—Assignee of Purchaser—Right to Sue in Trespass—Evidence—Order in Council—Removal of Pine Timber—Damage to Land by Covering with Refuse—Assessment of Damages by Jury—New Trial.

One McFarland bought certain land in the district of Temiskaming from the Government, and entered into a contract to deliver (say) 1,000 ties to the defendant on cars at New Liskeard; McFarland did not pay for the land, but was recognised by the Department of Crown Lands as purchaser; he sold out to Evoy, Evoy to the plaintiff. McFarland had cut some ties, in-