

There should be judgment for the plaintiff as follows:—

(a) Declaring that the plaintiff is entitled to possession of the equipment and goods leased to the defendant.

(b) For \$50 rent for February and March, 1918, without prejudice to the plaintiff's right to recover additional rent from the 1st April, 1918.

(c) For \$20 damages.

(d) For costs of the action.

The judgment should be without prejudice to an application by the plaintiff for an injunction, if that should become necessary by reason of the defendant failing to comply with the terms of the agreement as to practising within a certain distance of Stirling.

DOUGLAS v. BURY—BRITTON, J.—MAY 31.

Contract—Sale of Timber—Agreement in Writing—Prices of Different Kinds of Timber—Waiver of Objection to Contract—Ratification—“Mill-run.”—Action for \$2,154.75, the balance alleged to be due of the price of certain tie-sidings and mill-culls sold by the plaintiff to the defendants with other timber. The agreement made between the plaintiff and one Thompson, agent for the defendants, was reduced to writing and signed by the parties. The plaintiff set up that the contract should not have excluded mill-culls—they should be considered as “mill-run,” and should be paid for at the rate of \$23.50 per thousand feet. The plaintiff in effect claimed the difference between \$8.50 and \$23.50 per thousand feet, both as to mill-culls and tie-sidings. The action was tried without a jury at Belleville. BRITTON, J., in a written judgment, after setting out the facts, said that the plaintiff, in consenting to the defendants taking possession of the timber and dealing with it by sale and otherwise, and by being a party to an agreement with the Northumberland Pulp Company Limited, waived his objection to the written contract, and in fact apparently ratified and confirmed it. Action dismissed without costs. E. G. Porter, K.C., for the plaintiff. W. J. Elliott, for the defendants.