

restrained the defendant Varin, Sheriff of the District of Nipissing, his agents, etc., from selling or disposing of certain goods and chattels seized under two writs of execution. The goods were claimed by the plaintiffs; and, after the injunction was granted, an interpleader order was made directing an issue to determine the ownership of the goods. An order was made continuing the injunction till the trial and final disposition of the issue. Costs to abide the result of the issue. C. H. Porter, for the plaintiffs. W. R. Smyth, K.C., for the defendant.

EMPIRE ELEVATOR CO. V. THOMPSON & SONS CO.—SUTHERLAND, J.—JAN. 28.

Contract—Payment for Wheat—Liability—Evidence—Undertaking—Letter.]—Appeal by the defendants from the report of the Judge of the District Court of Thunder Bay upon a reference to him for the trial of the action, which was brought to recover 3,800 bushels of No. 1 northern wheat or the value thereof. The Referee found that the plaintiffs were entitled to receive from the defendants 3,800 bushels of grain or the value thereof in money, \$3,200, and that the defendants should pay that sum, with interest at five per cent. per annum from the 27th October, 1905, and the costs of the action. SUTHERLAND, J., said that it was abundantly clear from the evidence that the plaintiffs did ship the 3,800 bushels and had not been paid therefor. While the evidence was not in some respects altogether satisfactory, the Referee was justified in finding "that the defendants undertook to pay for this grain, whether handed out to them, or to Mr. Wayland, as their agent, or to Crane & Baird," and that the defendants had become liable to the plaintiffs by virtue of a letter written by the defendants on the 20th March, 1907, in which they said that either Crane & Baird or they themselves would be responsible for the 3,800 bushels. Appeal dismissed with costs. J. W. Bain, K.C., and M. Lockhart Gordon, for the defendants. W. Mulock, for the plaintiffs.

COULTER V. ELVIN—DIVISIONAL COURT—JAN. 28.

Contract—Statute of Frauds—Part Performance—Services—Promise to Give Land at Death—Possession—Equivocal Effect of.]—Appeal by the plaintiffs from the judgment of LATCHFORD,