

CARTWRIGHT, MASTER.

NOVEMBER 3RD, 1904.

CHAMBERS.

LEE v. BRITTON.

Parties — Joinder of Defendants — Principal and Agent — Contract for Sale of Land—Specific Performance—Damages.

Motion by defendants for order requiring plaintiff to elect against which of two defendants the action should proceed.

T. D. Delamere, K.C., for defendants.

H. Cassels, K.C., for plaintiff.

THE MASTER.—The statement of claim alleges a breach of a contract for sale of land made by defendant Macdonald as agent for his co-defendant. The relief asked is: (1) Specific performance of such contract; and (2) special damages for delay as against defendant Britton, and in the alternative damages against defendant Macdonald for wrongfully holding himself out as agent of his co-defendant, if such agency is not established.

The cases cited on the argument were those to be found in *Evans v. Jaffray*, 1 O. L. R. 614, and *Quigley v. Waterloo Manufacturing Co.*, ib. 606.

The matter is fully discussed by the Chancellor in the latter case. At p. 614 he uses language which seems decisive of the present motion: "The cases have at present defined the limits as being where the transactions involve dealings with principal and agent and landlord and tenant, even though the cause of action may be in form different, if there is substantially one legal transaction having different aspects, in which the defendants are implicated." To the same effect is the language of Meredith, C.J., at p. 608. . . .

Motion dismissed with costs to plaintiff in any event.

STREET, J.

NOVEMBER 3RD, 1904.

TRIAL.

CITY OF HAMILTON v. HAMILTON STREET R. W. CO.

Street Railways—Contract with Municipal Corporation—Sale of Workmen's Limited Tickets — Specific Performance—Mandatory Injunction—Parties—Attorney-General.

Action for a mandamus or mandatory injunction commanding defendants to continue to sell on their cars tickets