

v. Kinnoul, 1 Bell App. (Scotch) 662, Cornell v. Guildford, 1 Denio N. Y. 510, Pocock v. Toronto, 27 O. R. 639, Tyne-mouth v. Eby [1899]; A. C. 293. The maxim respondeat superior on which McGorley v. St. John, 6 S. C. R. 531, proceeds, does not apply, for the constable and Justice were acting as Dominion officials in the enforcement of criminal law. Appeal dismissed with costs.

Mabee & Makins, Stratford, solicitors for plaintiffs.

McPherson & Davidson, Stratford, solicitors for defendants.

BOYD.

FEBRUARY 13TH, 1902.

FERGUSON.

DIVISIONAL COURT.

FORD v. HODGSON.

Vendor and Purchaser—Sale of Standing Timber—Vendor's Lien—Not Displaced by Cutting or Sale — If Timber Capable of Identification—Injunction.

Summers v. Cook, 28 Gr. 179, approved.

Appeal by defendant from judgment of FALCONBRIDGE, C.J., in action for injunction and a declaration that plaintiff has a lien for unpaid purchase money upon certain cordwood piled on lot one in the first concession of the township of Glamorgan, in the county of Haliburton. On September 29th, 1899, one G. St. George owned said lot, and one R. Scott owned another lot, and their agent made an agreement with one W. Edgar, to sell the timber and trees on both lots to him for \$400, payable \$100 cash, to be paid to Scott, a promissory note to him for \$100, and the remaining \$200 in two notes payable to G. St. George. Edgar, at the time, assigned his interest and endorsed the notes to one Jason Shaver, for whom he was agent. On November 28th, 1900, G. St. George sold and conveyed lot one to plaintiff, and assigned to him her right, title, etc., in the timber and trees, and in the agreement and notes. All the notes remain unpaid. Shaver cut and removed more than \$400 worth of timber, and has now piled on lot one about 250 cords of wood, which defendant alleges he has purchased, and was about to remove when the action was brought. By indenture, dated January 22nd, 1901, made by G. St. George (now Comber) to plaintiff, it was recited that by the former conveyance it was intended to grant him all the timber, etc., on the land, but such a grant was by inadvertence omitted, and is now thereby granted. The Chief Justice affirmed the decision of the local Judge at Lindsay, who granted the