

ited with that amount he is entitled to credit therefor on his indebtedness as provided by the agreement, and the judgment will shew what the balance is.

It was urged on behalf of the plaintiff that the clause in the agreement as to advertising the property for sale had not been complied with, as the advertisement in the "Standard" newspaper did not contain a full description of the premises, and the property had not been legally put up for sale.

The advertisement in the "Standard" did not contain as full a description of the premises as the posters, but both the posters and the advertisement were intended to meet the eyes of any prospective local purchasers, and what was contained in the "Standard" was amply sufficient for that purpose.

The buildings were burnt down twice, and rebuilt.

The defendant has been in possession of the lands and premises since 27th April, 1895, and any claim the plaintiff may have had was barred by the statute at the time the writ was issued on 29th June, 1905.

There must be judgment for the defendant dismissing the action with costs.

DECEMBER 10TH, 1906.

DIVISIONAL COURT.

POTTER v. ORILLIA EXPORT LUMBER CO.

Appeal to Divisional Court—Decision of Local Master upon Reference for Trial—Appeal Heard by Consent—Sale of Lumber—Rejection of Part—Action for Value—Finding of Master—Interference by Court.

Appeal by defendants from decision of local Master at Barrie awarding plaintiff \$1,062.50 and the costs of this action.

R. D. Gunn, K.C., for defendants.

A. E. H. Creswicke, Barrie, for plaintiffs.