

the vendor had released the purchaser from the agreement. SUTHERLAND, J., said that he was inclined to the opinion that, under the clause quoted, Mary Jane Henderson took merely a life estate, but was unable to say that a different opinion might not be fairly and reasonably come to by another; and he was not at all clear that parties could, on an application of this kind, be brought in as under the order of the 17th February. He could not, therefore, come to the conclusion that the application should be granted; and he dismissed it with costs, leaving the vendor to seek such other remedy, if any, as he might be advised. G. N. Weekes, for the vendor. T. G. Meredith, K.C., for the purchaser.

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DEAN v. WRIGHT—SUTHERLAND, J.—MARCH 6.

*Contempt of Court—Disobedience of Injunction—Excuse—Punishment Limited to Payment of Part of Costs of Motion.*]—Motion by the plaintiff to commit the defendants for contempt of Court. SUTHERLAND, J., said that the defendants were in contempt for disregarding the terms of an interim injunction order, apparently regular. An affidavit of their solicitor was filed by which it was sought to explain that any violation by the defendants of the terms of the order was but for one day, and in the circumstances set out therein. The learned Judge was of opinion that the excuse was not altogether adequate; but he did not think that it was a case in which the defendants ought to be committed. They should, however, pay in part the costs of the motion. When it came on first, the plaintiff's proceedings were not regular. The notice had been given for a Chambers instead of a Court day. Leave was asked and granted to bring on the motion in Court, and, if necessary and if the defendants required, after the service of a new notice. In these circumstances, the motion should be dismissed, but costs, fixed at \$5, should be paid by the defendants to the plaintiff. Eric N. Armour, for the plaintiff. R. McKay, K.C., for the defendants.

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CLARKSON v. McNAUGHT—MASTER IN CHAMBERS—MARCH 7.

*Practice—Motion for Consolidation of Actions—Order for Trial of Actions together—Terms—Costs.*]—Motion by the defendants in the above action and three other actions (the facts of which appear in the notes ante 638, 670, 741) for an order con-