

account of the money in question, including the separate handling of the initial \$150, could be depended upon. Judgment declaring that the defendant Henry E. Teasdale is beneficially interested in the lands in question to an extent sufficient to satisfy the plaintiffs' claim, and for payment and sale upon default, and for the costs of this action. The plaintiffs to amend their statement of claim by striking out from paragraph 1 of the prayer for relief the words "and all other creditors of the defendant Henry E. Teasdale." T. H. Lennox, K.C., for the plaintiffs. R. D. Moorhead, for the defendants.

SHERIFF v. AITCHESON—LENNOX, J.—MAY 5.

Contract—Formation—Evidence—Absence of Consensus.]—Action for specific performance of a contract or for damages for breach thereof. The learned Judge said that the transaction involved was nothing more or less than the plaintiff bargaining with the plaintiff for the tenancy and optional purchase of the defendant's farm, upon the plaintiff's own terms. The defendant signed some of the documents; but every proposal, every figure, every term, and every stipulation was conceived and set out by the plaintiff. "Their minds never met," and that the plaintiff was conscious of at the time. There was no bargain. Action dismissed with costs. A. C. Heighington, for the plaintiff. H. H. Dewart, K.C., for the defendant.

SMITH v. STANLEY MILLS CO.—MASTER IN CHAMBERS—MAY 7.

Discovery—Examination of Plaintiff—Action to Set aside Agreements—Allegation of Physical and Mental Incapacity of Plaintiff—Order for Attendance of Plaintiff at his own House—Presence of Medical Adviser—Examination of Plaintiff by Alienist on Behalf of Defendants—Con. Rules 3, 462—9 Edw. VII. ch. 37, secs. 8, 9(2)—1 Geo. V. ch. 20, secs. 1, 2—Lunacy—Jurisdiction of Master in Chambers—Particulars—Counterclaim—Claim for Damages by Reason of Interim Injunction—Practice—Costs.]—The plaintiff, a man of eighty-four years of age, brought this action to set aside two agreements made by him with the defendants, one in March, 1910, the other in January, 1913, by which he gave the defendants an option to buy cer-