

man denied; but the jury found that Newman did fix the price and communicated it to the plaintiff. Upon the findings of the jury, the learned Judge holds that the plaintiff is entitled to recover a balance of \$4,297.26, with interest from the 1st January, 1913, on the sums from time to time remaining unpaid, a claim for interest being added by amendment. The defendants counterclaimed for \$180 for 1,500 empty printed bags, which were said to have been sent to the plaintiff. The plaintiff admitted that some bags did reach him, but said that he did not use them. The evidence did not disclose what number came into his possession. The learned Judge said that the plaintiff must either return the number he received or pay the defendants therefor at the price of 12 cents each. If the parties could not agree upon the number, either might submit the matter to the Judge for determination. In other respects counterclaim dismissed. No costs of the counterclaim. The plaintiff to have the costs of the action against the defendants. Sir George Gibbons, K.C., and J. B. Davidson, for the plaintiff. H. D. Smith, for the defendants.

ARBRICK V. RYAN—LENNOX, J.—JULY 3.

Partnership—Action to Establish—Evidence—Costs.—Action for a declaration that the plaintiff was entitled to an equal share with the defendant in all properties and mining rights secured by the defendant in and about the village of St. Barnabe, in the Province of Quebec, for an account of profits, and for payment of the amount found due to the plaintiff. The learned Judge said that he had read the defendant's examination for discovery, as he was requested to do. There was nothing in it to cause him to alter the view he expressed at the trial—it was substantially the same as the defendant's viva voce evidence in Court. In short, there was nothing anywhere, except the very strenuous argument of counsel, to support the plaintiff's claim. The defendant's counsel did not press for costs. Judgment dismissing the action without costs. Auguste Lemieux, K.C., for the plaintiff. E. P. Gleeson, for the defendant.

PARENT V. CHARLEBOIS—LENNOX, J.—JULY 3.

Vendor and Purchaser—Agreement for Sale of Land—Written Memorandum—Omission of Material Terms—Consensus ad Idem not Arrived at—Duress—Claim for Reformation of Agree-