

for the price of work done by the plaintiff. The Master says that the plaintiff is entitled to know what case he is going to have to meet at the trial. He should have some statement of the large expense to which the defendants say they were put from making alterations caused by imperfections in the plaintiff's plans, and necessarily stating what such alterations were. The plaintiff may examine the defendants' foreman if he wishes to do so. The plaintiff is also entitled to particulars of materials ordered, but not used, for which the defendants ask to be allowed. Particulars of want of supervision are not necessary. Reference to *Trussed Concrete Co. v. Wilson*, 9 O. W. R. 239; *Coates v. Croyle*, 4 Times L. R. 735. The best possible particulars to be given in four days, unless the plaintiff elects to examine the foreman. If the foreman is examined, the motion will be enlarged until this has been done. Costs in the cause. W. G. Thurston, K.C., for the plaintiff. M. Lockhart Gordon, for the defendants.

PIERCE V. WALDMAN AND WALDMAN SILVER MINES Co.—
SUTHERLAND, J.—Nov. 14.

Partnership—Action to Establish—Oral Agreement—Evidence—Release—Allegation of Fraud—Failure to Establish.—The plaintiff alleged that two mining claims (A. 10 and A. 22) in the "Gillies Limit," were transferred by the defendant Waldman to the defendant company, and he sought in this action a declaration that he was and is a partner with the defendant Waldman in the acquisition and sale of the claims and entitled to one-half of the proceeds derived from the defendant Waldman's dealings with the claims. He also asked a declaration that a certain agreement of the 17th August, 1909, made between him and the defendant Waldman, whereby, in consideration of 200,000 shares of the stock of the defendant company being transferred to him (the plaintiff), he released the defendant Waldman from all liability, was obtained by fraud, misrepresentation, and deceit; and an account and payment of the sum to which he should be found entitled. The learned Judge, after an elaborate statement of the evidence, said that the plaintiff was unfortunately not able to produce any written agreement. A writing is not absolutely essential—a partnership may be evidenced by the dealings of the parties, by correspondence, or otherwise. But the importance of a written contract is evident from the facts of this case. A person who has entered into a mere verbal agreement for partnership with another will not be able to sustain an action for its breach