

became in law bound to pay him, because he must give credit for the \$3,000 stock received by him. The defendants held an assignment from the Central Securities Company; but the Chief Justice did not give effect to their claim of a balance in their favour. The action and the counterclaim should both be dismissed. In view of the relations of the parties and their peculiar methods of dealing, no costs were given to any one. R. S. Robertson, for the plaintiff. J. A. Scellen, for the defendants.

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MANNHEIMER v. FORMAN—DIVISIONAL COURT—JAN. 10.

*Sale of Goods—Action for Price—Defence—Counterclaim—Appeal—Costs.*]—Appeal by the defendant from the judgment of the County Court of the County of York, in favour of the plaintiff, for the recovery of \$102.10, in an action for a balance of the price of goods sold. The defendant set up that the goods received were not according to contract, and counterclaimed for \$200 damages. The appeal was heard by BOYD, C., RIDDELL and SUTHERLAND, JJ. The Court dismissed the appeal with costs. RIDDELL, J., dissented as to costs, saying that, while he thought that the defendant had not been well treated, he could not see that he had made out a case for the allowance of his appeal—and the appeal should be dismissed; but, under all the circumstances, there should be no costs of the appeal. S. G. McKay, K.C., for the defendant. G. M. Clark, for the plaintiff.

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CORRECTION.

In *Rex v. Pfister*, ante 440, lines 15, 16, and 17 should read:—  
 “The prisoner did not ask for an interpreter nor for an adjournment at any stage of the case, nor did he ask for the assistance of counsel until after the evidence was in,” etc.