

to the plaintiff on the 5th April, 1913; written by him at Sarnia to the plaintiff at Wyoming. Mr. McMillan states that the agreement with the defendant was, that in consideration of the plaintiff withdrawing the suit then pending by the plaintiff against the Bishop of London, he the defendant, would pay the costs fixed at the sum of \$650; that the plaintiff would have restoration to his parish church and dependent missions and that the defendant would personally look after the "damage end of it," which the solicitor and the plaintiff interpreted to mean that the defendant would pay the plaintiff all damages that he had sustained by reason of the action of the Bishop of London.

The defendant denies that he undertook to have the plaintiff restored to what plaintiff calls his rights, to the parish church and dependent missions, and he asserts that such restoration was quite beyond his power. The defendant alleges that it is not within his power to so deal with such a matter in a different diocese from his own. The defendant denies that he promised to pay to the plaintiff any damages. He denies that he said that the plaintiff, in the event of the suit going to trial, would recover heavy or any damages.

Bishop Fallon, as Bishop of London, had taken proceedings against the plaintiff, under the decree of "*maxima cura*," a decree well known to the plaintiff and defendant.

In the statement of claim in the present action it is alleged that the defendant "set aside all the proceedings under the decree of *maxima cura*, instituted by Bishop Fallon." That allegation must mean that the defendant had then already set aside, or would set aside all such proceedings. Neither was established.

It is further alleged that the defendant would be responsible for the plaintiff's maintenance pending an adjustment of the difference between the plaintiff and the said Bishop Fallon, and also that the defendant would pay the costs of said action fixed at \$650; and that he, the defendant, would intercede and give or procure for the plaintiff a fair trial before the tribunal known to both plaintiff and defendant as the "Rota" at Rome. That the defendant would use his best endeavours to have the plaintiff restored to his full position and emoluments as parish priest at Wyoming and the dependent missions of Petrolia and Oil