

MEREDITH, C.J.

JUNE 5TH, 1906.

## CHAMBERS.

FARMER v. KUNTZ.

*Venue—Change—Preponderance of Convenience—Counter-claim.*

Appeal by plaintiff from order of Master in Chambers, ante 829, changing the venue from Toronto to Goderich.

C. P. Smith, for plaintiff.

Featherston Aylesworth, for defendant.

MEREDITH, C.J., dismissed the appeal with costs to defendant in any event.

ANGLIN, J.

JUNE 8TH, 1906.

## WEEKLY COURT.

BATTLE v. WILLOX.

*Contract—Construction—Advances—Share of Profits—Breach—Damages—Measure of—Possible Profits.*

Appeal by defendant from report of Master at Welland finding defendant liable for \$5,026.75 as damages for breach of contract.

F. W. Griffiths, Niagara Falls, for defendant.

T. F. Battle, Niagara Falls, for plaintiff.

ANGLIN, J.:—Plaintiff agreed to become indorser for defendant upon promissory notes for a sum not exceeding \$5,000. In consideration therefor, defendant agreed to pay to plaintiff one-fourth of "all or any profits" arising out of