

dent was not caused by the negligence or improper conduct of the driver of its truck;

"Considering that the plaintiff has established the material allegations of his declaration and has proved that he has suffered damages as a result of said accident to the extent of \$220 made up of: \$200 the value of his horse; \$5 paid to Dr. Génereux, veterinary surgeon; \$10 for the cost of another rig to deliver his load on the day of the accident, and \$5 damages to the harness.

"Doth adjudge and condemn defendant to pay plaintiff said sum of \$220 with interest from the date of the institution of the action and costs."

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**BURTNER COAL COMPANY, INCORPORATED v. GANO  
MOORE COMPANY, LIMITED, and THE CANADIAN  
PACIFIC RAILWAY COMPANY and others,  
garnishees.**

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**Saisie-arrest before judgment—Evidence—Writing—  
Sale and delivery—Transaction—Damages—  
Cancellation—Costs—C. C., art. 1235, 1918, 1920.**

1 The complete admission of the party only, can replace the writing mentioned in article 1235 C. C.

2. A transaction, without reserve, does not only extinguish the actual damages claimed, but also future ones for the same reason. So, where the plaintiff desists from

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Archer, Greenshields and Lamothe, JJ.—Court of Review.—  
No 2839.—Montreal, June 28, 1918.—Lamothe Gadbois et Nantel, attorneys for plaintiff.—Heneker, Chauvin and Walker, attorneys for defendant.—Brown, Montgomery and McMichael, attorneys for mis en cause Century Coal Company.