

defendants paid to the plaintiffs large amounts on account of freight earnings; but they deducted \$7,500 from the amount to which the plaintiffs would have been entitled but for the agreement. The plaintiffs sued for this sum; and the defendants contended that they were entitled to retain it until their claims were settled. The action was tried without a jury at Hamilton. The learned Judge finds that a reasonable time had elapsed before the commencement of this action for the defendants to establish their claims; that the letter of the 29th May, 1914, was no bar to the plaintiffs' recovery; and that the defendants are indebted to the plaintiffs in the sum of \$7,500 for freight during the season of 1914. Judgment for the plaintiffs for \$7,500, with interest at the rate of 5 per cent. per annum from the date of the issue of the writ of summons, and with costs; but without prejudice to the defendants asserting a right to recover damages from the plaintiffs for any breach of contract by the plaintiffs or as the result of any negligence by the plaintiffs for which they may be liable. R. I. Towers, for the plaintiffs. G. Lynch-Staunton, K.C., for the defendants.

RIDLEY V. BLY—BRITTON, J.—JAN. 6.

Contract — Services Rendered to Sister — Death of Sister — Action against Administrator—Quantum Meruit.]—Action for specific performance of an alleged contract to pay the plaintiff for services rendered to her sister, Edith P. Bly, who died intestate; the defendant being the only child and the administrator of the estate of the intestate. The contract alleged by the plaintiff was that if she would go and reside with her sister Edith and care for her, Edith would give to the plaintiff one-half of the estate of which she (Edith) should die possessed. The plaintiff averred performance of her part of the contract. In the alternative, she sought remuneration or compensation as upon a quantum meruit. The action was tried without a jury at Belleville. The learned Judge said that nothing in the shape of a definite and certain contract had been established—nothing as to which specific performance could be awarded. The plaintiff did, however, go to her sister's, at the request of her sister, and render services of value to the sister—services for which she expected remuneration and for which Mrs. Bly expected to pay. The Statute of Limitations was pleaded; so the