

certain business sold it at an adequate price to B., who before purchasing stipulated with C., one of the trustees, that he should go into partnership with him; C. did go into partnership and in 1893 he sold out his interest at a large profit.

In 1903, certain beneficiaries commenced an action founded on an alleged breach of trust against C. and the representatives of his deceased co-executor and asked for an order declaring that the sale to B. was a sham and was really one to C.

Held, that, considering the number of years since the sale took place and that it was for a fair price, C.'s account of the transaction must be accepted notwithstanding several suspicious circumstances.

In cross-examination of a defendant it is admissible to question him as to what disposition he has made of his property since the suit was begun or in anticipation of it and a defendant so disposing of his property does an act which will be viewed with suspicion.

Per HUNTER, C.J.:—Entries made by the deceased executor in a private book kept by him were not admissible in evidence either for or against the other executor, neither were the entries in the charge book of the solicitor for B. as to instructions received by him from B. for the drawing of certain papers carrying out the arrangement between B. and C., admissible in evidence as against C.

Decision of IRVING, J., affirmed.

Davis, K.C., and *A. D. Crease*, for plaintiffs (appellants).
Bodwell, K.C., for defendant Coigdarripe. *A. E. McPhillips*, K.C., for other defendants.

Full Court.]

[Dec. 2, 1904.]

MURRAY v. ROYAL INSURANCE COMPANY.

Trial—Damages—Measure of—What jury should take into account—Directions to jury—Failure of counsel to take objection or ask for direction—Costs.

The defendant company instead of paying to the plaintiff the amount of damage sustained by a fire in her bakery undertook to repair the damages and for the faulty manner in which the work was carried out plaintiff sued for the amount of the damage caused by the fire and also for damages in respect of loss occasioned by reason of being unable to carry on the business. The plaintiff's chief witness stated that the injury to the business was \$3,000, and the jury returned a verdict