

Action for specific performance of an alleged contract to sell certain lands and for damages.

A. C. Heighington, for the plaintiff.

H. Dewart, K.C., for the defendant.

HON. MR. JUSTICE LENNOX:—The plaintiff has not shewn himself entitled to either specific performance or damages.

This transaction is nothing more nor less than the plaintiff bargaining with the defendant for the tenancy and optional purchase of the defendant's farm, upon the plaintiff's own terms. The defendant signs some of the documents; but every proposal, every figure, every term, and every stipulation is conceived and set out by the plaintiff. I am satisfied that "their minds never met," and that the plaintiff was conscious of this at the time. There was no bargain.

If these points did not stand out so prominently, there are many others which would perhaps bar the plaintiff's way. It is not necessary, however, for me to consider these. The action will be dismissed with costs.

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MASTER IN CHAMBERS.

MAY 2ND, 1913.

JORDAN v. JORDAN.

4 O. W. N. 1222.

*Evidence—Foreign Commission—Alimony Action—Request of Plaintiff for Travelling Expenses—Refusal of.*

MASTER-IN-CHAMBERS refused a plaintiff in an alimony action travelling expenses to attend upon a foreign commission sought by defendant where plaintiff was not entitled to interim alimony.

Motion by defendant for an order for a commission to take evidence for use at the trial, in Chicago, and Bay City, in the State of Michigan, and for letters rogatory in aid thereof.

Shirley Denison, K.C., for defendant.

Plaintiff in person.

CARTWRIGHT, K.C., MASTER:—Plaintiff in person asks to be furnished with means to attend on the examination of the witnesses to be taken under the commission, but does not otherwise oppose the motion.