had acquiesced in the course they were pursuing—acquiesced in their exercising their discretion, on the rumours coming to their ears, whatever they were, in not purchasing the stock—and told them that if the plaintiff did acquiesce the defendants were not responsible: that if they thought the plaintiff was justified in waiting until he got their letter, and telegraphing immediately on getting it, then he was not acquiescing in their conduct, and that it was for the jury to say, looking at the correspondence passing between the parties, and at the course of conduct, whether in their opinion the plaintiff was, on Monday, acquiescing or consenting to, or concurring in the course of conduct the defendants had apprized him by telegram they were carrying out, viz., that owing to unfavourable rumours they were not purchasing according to order; that if the jury found that the plaintiff did acquiesce, then the defendants were not liable, but if they found he did not acquiesce, then the defendants were liable, under their contract to purchase the shares.

As to damages, he told them that it was the duty of the plaintiff, if he wanted the shares, to have bought them within a reasonable time, after he knew the defendants were not purchasing them for him, and that the amount he would have to pay in such reasonable time over and above what he would have had to pay for them on Monday, would be the measure of damages. If they thought Tuesday a reasonable time, then $160 would be required, Wednesday, $240, and Thursday, $360.

The charge was objected to on the grounds mentioned in the order *nisi*.

The jury found a verdict for the plaintiffs, with $240 damages.

At the Michaelmas Sittings, November 12, 1882, *McMichael*, Q.C., obtained an order *nisi* to set aside the verdict for the plaintiff, and for a new trial, on the ground of misdirection in the learned judge in directing the jury that the defendants could not cancel the order given them to purchase stock; and