

their own interests and gain, and to a disregard of the convenience and interest of the plaintiffs, continued to monopolise and obstruct the river, and prevent the plaintiffs from using it—as the plaintiffs had a right to do—for many months. The plaintiffs' claim for damages was somewhat extravagant; but they had sustained very serious inconvenience and heavy financial loss through the wrongful acts and omissions of the defendants. There should be judgment for the plaintiffs for \$6,500 and costs of the action. H. J. Scott, K.C., for the plaintiffs. W. F. Langworthy, for the defendants the Pulpwood Company. F. H. Keefer, K.C., for the defendants the Russell Timber Company.

STANDARD DAIRY CO. v. MUTUAL DAIRY AND CREAMERY CO.—
LENNOX, J.—OCT. 9.

Contract—Formation—Document in Evidence not Amounting to Contract—Completed Agreement not Established.—Action for the recovery of \$4,500 said to be owing to the plaintiffs, a partnership firm, under a written agreement for the sale and purchase of a dairy plant, and alternatively for the recovery of the same sum as damages for breach of the contract. The action was tried without a jury at a Toronto sittings. LENNOX, J., in a written judgment, set out the facts, and stated his conclusions, that the document relied on did not amount to a contract, but was merely the initial step towards making a contract, and that there never was in fact a concluded or completed agreement. The action was dismissed with costs. J. J. Maclellan, for the plaintiffs. F. J. Hughes, for the defendants.

HOLMES v. SIFTON—KELLY, J.—OCT. 9.

Pleading—Statement of Claim—Examination of Plaintiff for Discovery—No Cause of Action Shewn—Summary Dismissal of Action.—Motion by the defendant for a summary judgment dismissing the action, on the ground that the statement of claim and the plaintiff's examination for discovery did not disclose any cause of action. The motion was heard in the Weekly Court, Toronto. KELLY, J., in a written judgment, said that the grounds on which the plaintiff claimed were set forth in his pleading and depositions. On his own admissions, taken with his pleading, the action was not maintainable in law, and should now be dismissed with costs. J. M. Godfrey, for the defendant. Keith Lennox, for the plaintiff.