

“ Considering the admissions made in the defendant’s plea, by the admission made in the defendant’s evidence and particularly that he, defendant, instructed his notary Beaudry to prepare a contract of sale of said property between the plaintiff and himself previously to the 28th day of July, 1909, and that said Beaudry did prepare such draft deed of sale which, as a matter of fact, contains all the conditions of the sale as alleged by plaintiff;

“ Considering also the reticences and forgetfulness of the defendant on many points regarding his evidence;

“ Considering the foregoing facts as sufficient to constitute a commencement of proof in writing of the contract in question;

“ Considering that by the balance of the testimony, etc. [Le juge examine, ici les témoignages.]

“ Considering that plaintiff hath proved that by reasons of the refusal and failure of defendant to carry out his said contract plaintiff hath lost the said sum of \$266.46 and hath the right to recover the same from the defendant;

“ Considering that plaintiff hath not proved the item of \$200 for *pas et démarches*:

“ Doth reject the defendant’s plea and maintain the plaintiff’s action and condemn the defendant to pay plaintiff the said sum of \$266.46 with costs”.

*En revision:*

*Mr. Justice Greenshields.* The learned trial judge found that the admissions made by the defendant in his plea: the admissions made by him when examined as a witness, and the fact that he had ordered his own notary to prepare a deed of sale containing exactly the conditions al-