to have received from Mr. J. O. Turgeon, advocate, 450 shares in the capital stock of the Laurentides Railway, making $4,500. Mr. Sénécal undertook to return an equal number of shares to Mr. Turgeon between then and Monday next, or to pay him $4,500 in money. The shares were not returned. Mr. Turgeon transferred his claim to the National Bank, and the Bank transferred its claim to the plaintiff.

The defendant pleaded that the shares in question had no value; that he had had no value for the writing he had signed, and that Turgeon had given no value for them, and defendant offered to return them.

F. X. Archambault, for defendant, cited C. C. 1067, 8, 9, and said that there had been no default as yet.

PER CURIAM. This is a mercantile matter regulated by C. C. 1069: "In all contracts of a commercial nature in which the time of performance is fixed, the debtor is put in default by the mere lapse of such time." As I read the agreement, the defendant was bound, so soon as Monday, 11th March, 1882, was past, to pay the amount in money. The plaintiff, therefore, is entitled to judgment.

Judgment for the plaintiff.

Geoffrion & Co., for plaintiff.

Archambault & David, for defendant.

SUPERIOR COURT.

MONTREAL, April 30, 1883.

Before TORRANCE, J.

CATELLI v. COWPER.

Contract—Sale of business and good will—Manufacture of similar article.

The defendant sold his business as a flock manufacturer, including the good will, and undertook not to deal or be interested in wool flock for five years. He continued to manufacture an article called wool batts, or carded shoddy, closely resembling flock. Held, a breach of contract.

This was an action for breach of contract.

The defendant, by deed of sale of date 11th March, 1882, being then a flock manufacturer, sold with promise of warranty to plaintiff certain moveables in the factory of defendant, No. 564 William street, together with the good will of the business of wool flock manufacturing, which defendant had carried on for some time. The consideration was $4,000. It was well understood between the parties that the defendant should not, on any account, for the space of five years from date of deed, enter into the manufacture of or sale or business, or in any manner deal or be interested in wool flock, to the detriment and injury of said Pierre Catelli.

The complaint was that since the said date the defendant had continued to manufacture flock, to the damage of plaintiff.

The pretension of the defendant was that he had neither sold nor manufactured flock. 1st. The article manufactured by defendant was obtained by a process different from that producing flock. 2nd. The article produced by defendant was composed of different elements. 3rd. It was not called flock. 4th. It was much more costly than flock. 5th. It served an entirely different purpose from flock.

PER CURIAM. The defendant admits that flock and wool batts or carded shoddy, are two articles resembling each other a great deal, and that in passing them from hand to hand it is difficult to distinguish them. The Court is satisfied that the article produced by defendant comes from the article produced by the plaintiff, and that the defendant cannot produce his article, call it wool batts or what you please, without producing the article made by plaintiff, the business of which and the good will of which was sold by defendant for a sum of $4,000. The Court, therefore, thinks that the action by plaintiff is well founded.

There remains to settle the *quantum* of damages. The witness, François J. Langlois, says the manufacture by defendant was after the month of August. The action began on the 11th September, which would give ten days of damages, at the date of the action. The Court fixes the damages at $200, and grants the other conclusions of the declaration.

Judgment for the plaintiff.

Duhamel & Rainville, for plaintiff.

Geoffrion & Co., for defendant.

SUPERIOR COURT.

MOMTREAL, June 26, 1883.

Before TASCHEREAU, J.

LIGHTHALL v. CAFFREY.

Broker's Commission.

Where a broker or agent has negotiated a sale of property between his principal and a purchaser whom he has procured, and an agreement for carrying out the transaction is entered into between the parties, he is entitled to his commission, notwithstanding that the agreement may fall through by reason of bad faith in one or other of the parties to the contract.

The action was for $5,025, being $5,000 commission for the negotiation of a sale of property, and $25 for drawing the deeds, etc.