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No. 1

JULY 2ND, 1904.

DIVISIONAL COURT.

BÉLANGER v. PREVOST.

Contract—Assignment or Sub-contract—Variation—Pleading—Amendment—New Trial.

Appeal by defendant from judgment of FALCONBRIDGE, C.J., in favour of plaintiff for \$349.62 with costs, in an action to recover \$500 for hauling wood.

A. H. Marsh, K.C., for appellant.

W. E. Middleton, for plaintiff.

The judgment of the Court (MEREDITH, C.J., MACMAHON, J.) was delivered by

MEREDITH, C.J.—The allegations of the statement of claim are of the most bald character, and fail to shew with any clearness the nature of the claim which plaintiff is putting forward. After describing the parties to the action, the statement sets out what is said to be a true copy of a contract in writing entered into between defendant and one Andrew Gallagher, by which defendant undertook to haul 800 cords of wood . . . and also 400 cords more . . . and Gallagher agreed to pay defendant for hauling the 800 cords \$500 . . . and for hauling the other 400 cords . . . at the rate of 70 cents a cord. . . . It is then alleged that indorsed on the contract are . . . two instruments written in the French language . . . translated as follows: "I (defendant) give all my rights mentioned on the face of this contract to (plaintiff)."—"I (plaintiff) contract to take out 200 cords per month beginning at this date up to the amount of 800 cords, at the price mentioned under the contract. As for the 400 cords . . . I will haul them out