

chase money. Sears had then sold and conveyed to Skill, but to neither Sears nor Skill was there ever a tender of that sum, or indeed of any sum, although there is evidence of a bank arrangement for one-half of it, and a request for time to pay the balance. That was not enough. The parties were dealing very much at arm's length, and the plaintiff had no right, in the circumstances, to expect favours at the defendants' hands.

The appeal must be dismissed with costs.

MACLAREN, J.A., and MAGEE, J., concurred.

CORRECTION.

On p. 731, ante, 4th line from top, for "W. H. Garvey," read "C. M. Garvey."

In *Rex v. Irish*, ante 769, substitute for "J. R. Cartwright, K.C., for the Crown," "The Crown was not represented."

"M. B. Tudhope, Orillia, for the informant."