be held liable for negligence or want of care in making that investment.

In addition, Mr. Leitch said that Wightman had gone to see the property after the investment was made, and was quite satisfied with it; and when it was discovered, in after years, that it could not be readily sold, he said he did not impute any negligence to the firm, and would bear the loss himself.

In these circumstances, I must hold that Carman, Leitch, & Pringle are not liable for any loss that resulted from that investment. . . .

By consent of counsel, there will be judgment in favour of the plaintiffs by counterclaim against James Leitch and Robert A. Pringle, defendants by counterclaim, for $2,300 with costs of the counterclaim.

The original defendants to pay plaintiff's costs of the action.

FALCONBRIDGE, C.J. NOVEMBER, 9TH, 1906.

TRIAL.

ARMSTRONG v. SHERLOCK.

Landlord and Tenant—Distress for Rent—Suspension of Remedy—Promissory Note — Rent of Chattels—Abatement of Claim—Illegal Distress—Excessive Distress—Detention of Chattels—Damages—Counterclaim.

Action for illegal and excessive distress and detention of goods. Counterclaim for rent, etc.

C. Kingstone, St. Catharines, for plaintiff.

H. H. Collier, K.C., for defendant.

FALCONBRIDGE, C.J.:—The parties differ as to the kind of note which was to have been given, i.e., whether it should or should not be indorsed by some responsible person other than plaintiff and his wife, and so plaintiff fails to prove an agreement to suspend the remedy by distress during the currency of the note, of which agreement the note, if accepted, would have been some evidence.