TH PARTIES AT SEA.

ef Justice Decides That Two ants Are Mixed Over an Agreement.

in the Case of Gordon and arymont-Costs to be Divided.

wing is the jadgment rendered by Justice in the case of Gordon v.

that in deciding this case all the camined in the case of Derry v. Peek v. Derry find a place. I think laid down by Lord Herschel in the nt of his judgment in the House ll illustrate and govern the decision e 19th of December, 1891, the plainfendant signed a memorandum lendant acknowledged the receipt and an order for \$50 worth of goods isut the defendant had for a few riously been in correspondence with here of the landlord, touching the It is true nothing precise was speci-by that agent or the defendant, the rentor the term of years, but tions, though in so very inchoate a yet been so far recognized by the agent that other applicants would feferred to the defendant, or post-the defendant's negotiations were

one way or the other. This at least vidence of a gentleman who seems to a upon him, I think, erroniously, to Landlord's agent. I take his statelerely showing the view he took of lations (of which he seems to have tent aware) and not as binding on rd or anybody else. Ion is in fact two actions in one. So plaintiff seeks a return of \$100 it is of deceit. In so far as it seeks to agreement of the 19th of December liability under it, it seems to be in a of either an action seeking relief und of a common mistake, being an t for the sale of a non-existing thing. Is as more analogous to the case outributory to a joint stock company ave his name struck off the list, and out to take shares cancelled, on the untrue representations in the prosuch an action is often accompanied or that the directors or promoters who ing property belonging to the land think Gordon believed, however, that Mr. Prentice was the landlord's Burns' temporary absence, and I Mr. Prentice had led him to believe a he agreed to give him \$160 and of the basement and part of the uprenouncing it. But I also think bable that Gordon, however erronirely believe that he had of some description, such events as to make it a time at least, for Marymont to without his concurrence. The agreement of view, consciously without contributions. liable in an action of deceit as im liable in an action of decent as ue-he recent cases already referred to. a been done and paid without inten-jud cannot be recalled, and the cancellation of the unperformed he agreement of the 19th of December, the case is very different. It seems

present case, both the parties seem to laboring under a misconception of dant's rights in the subject matter of ment. The defendant had no claims upon tholand or the landlord. Posmay, even to this day, think that some interest, perhaps, that me still. That only shows to my mind oughness of his misapprehension of lon, for he has no interest, and never and when two parties have made on, for he has no interest, and never and when two parties have made ement, both of them being under the under the matter of the contract, it is a mature to give relief. The order for \$50 must be given up to be cancelled, and e of the agreement of the 19th of Dedeclared void. But Mr. Gordon will e \$100. As each party has succeded nd failed in part, there will be no costs ay. y."
arnard, of McPhillips, Wooton &
for the plaintiff, and Mr. Pryor, of
Taylor, for the defendant.

## INDIAN LANDS,

EDITOR:—Sir, the British Columbia at Ottawa are assuredly ignorant or a very long bow, and making exagned and mistakes. They say there are be indians on the Songees reserve, at who have any claim to the reserve, the truth is, there are about 130. It nown that the Indians in British Colultivate a considerable quantity of their and, in addition, have bands of cattle es. For these they require, and must ina" the same as the greedy white which the white man does not pay ugh.

igh. in the second is often now, reserves were not large enough. Will members at Ottawa say how many is of acres of land are held by so-called the second large the second large second lar is of acres of land are held by so called en, merely for the purpose of specula-improvements of any kind being made whether they wish the Indian reserves ght up for a similar purpose? Ily time that the educated aborigine sallowed to own and pre-empt land, it on his own account, and become n the body politic. This has always inded, and is the true solution of the restrict. At present the reserves must y them and, in any case, for their ben-by no means sold, if merely for the speculators.

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