

and his claim for money lent for its face value. The two defendants were to pay the plaintiff in instalments, and they made a promissory note in his favour for \$18,575. The note was payable in the manner and on the days and times mentioned in a written agreement of the same date as the note—the 11th September, 1909. This action was brought to recover \$16,015.61, the balance alleged to be due under the note and the agreement, and for other relief. The Walkerville Carriage Goods Company and the Gramm Motor Truck Company of Canada Limited were made defendants as well as the two individuals; but the defendant Galusha alone defended. The action was tried without a jury at Sandwich. The learned Judge, in a considered judgment, dealt with the questions of fact arising in the action, and concluded: The plaintiff is asking for a judgment for so much money as against the defendants Galusha and Acason. The defendant Galusha is setting up a verbal bargain, made subsequent to the written agreement, to the effect that so long as interest is paid the plaintiff cannot demand payment of the principal until such time as dividends have been earned and are payable on the stock of the Gramm Motor Truck Company of Canada Limited. Upon the evidence of the plaintiff and Acason, I am unable to find that the verbal agreement went further than this, that so long as the interest was paid the plaintiff would not be urgent for the payment of the principal, but that, nevertheless, he was still to have the right to ask for advances on account thereof from time to time as he should need them; and, if required at any time, to call for payment of the whole. The only relief that I can see my way to grant is that with respect to the money claim. The plaintiff will, therefore, have judgment against the defendants Galusha and Acason for \$16,015.61, with interest and costs. J. H. Coburn, for the plaintiff. F. D. Davis, for the defendant Galusha.