

taking any steps to be relieved from his obligations under said sale, and in fact made payments to the extent of \$900 to the *mis en cause* for rent during that time, and attempted to form a company for the purpose of selling to it the said "Lubin Theatre";

"Considering that plaintiff was moved to take this action by the statement of witness Mack to the effect that defendant had been keeping two sets of books, one showing more revenues than the true one, for the purpose of deceiving any intended purchaser; which statement said witness affirmed in his deposition.

■ "Considering that this evidence can hardly be relied on as it is contradicted by defendant and the character of the witness does not appear in a favorable light;

"Considering that the transfer made by plaintiff to the *mis en cause* of the whole of the property purchased by him from the defendant including the lease, in settlement of the rent due by him, precludes him from obtaining possession of the same to return them to defendant if the deed was annulled; therefore, that the conclusion of his action cannot be granted; the Court dismissed plaintiff's action with costs."

In Review:

*Mr. Justice Archibald, Acting Chief Justice.*—In the month of November 1913, the defendant was carrying on a moving picture business in a theatre called "Lubin Theatre" on Seigneurs St., in the city of Montreal. At that time, the defendant was negotiating with the plaintiff for the purchase of this theatre business. The defendant did not own the building but it was owned by Joseph Sauriol and was leased by him for a period, which had at the time above stated, some eight years to run, to a person of whom the defendant was the assignee.