

1913, and that of \$100 due on the 1st December, 1913, with interest on \$1,600 from the 1st May, 1913, at 6 per cent. and costs on the Supreme Court scale. The plaintiff to set off pro tanto his judgment for \$57 and costs, and the defendant to have judgment for the balance. Auguste Lemieux, K.C., for the plaintiff. John Maxwell and Raoul Labrosse, for the defendant.

MORTSON v. LAMOURIE—FALCONBRIDGE, C.J.K.B.—Nov. 6.

Improvements—Agreement for Purchase of Land—Moneys Expended by Purchaser—Right to Recover—Absence of Privity—Wrongful Distress—Damages—Costs.]—Action for damages for wrongful distress and for money alleged to have been spent by the plaintiffs in improving the defendant's property. As to the claim of the plaintiffs for repairing and remodelling the hotel premises in contemplation of the agreement of purchase, the learned Chief Justice said that one Phayre, the assignee of Mulligan, was the real vendor, and the defendant was only a consenting party, and he had not even executed the agreement. It was not a joint sale; the defendant was rather in the position of a mortgagee giving his assent. The plaintiffs might or might not have a charge on the property, but they could not recover from the defendant, who had no arrangement or discussion with them about the repairs. The distress was admittedly wrongful. By consent a chattel mortgage was given by the plaintiffs to the bailiff who made the seizure, pending the trial of this action. As a term of an adjournment of the trial on the 16th June last, the defendant discharged that mortgage at his own expense. The plaintiffs were, therefore, not disturbed or evicted from possession of their goods. But they said that the registration of the chattel mortgage injured their credit so that they could no longer buy except for cash. The hotel had been a losing business for a year prior to the distress, so that the plaintiff Angus Mortson "can't say that he was any 'real money' out." Judgment for the plaintiffs for \$50 on this count, with costs on the Division Court scale and no set-off of costs. J. H. McCurry, for the plaintiffs. G. H. Kilmer, K.C., and J. M. McNamara, K.C., for the defendant.