the parties, or one must have so acted as to justify the other in thinking that he intended to rescind: Morgan v. Bain (1874), L.R. 10 C.P. 15. Beyond submitting to the refusal of the defendants to give orders, the plaintiff did not consent to the so-called cancellation, nor did they release or agree to release the defendants from liability for their breach. The defendants had lost the profits which they would have made on 44 pumps; they should be allowed $50 as the probable profit on each pump if the contract had been carried out, or $2,200. If the plaintiffs should be dissatisfied with this approximation, they may have, at their own risk as to costs, a reference to the Master at Kitchener. Judgment for the plaintiffs accordingly with costs, and counterclaim dismissed with costs. Gideon Grant and J. A. Scellen, for the plaintiffs. T. A. Beament, for the defendants.

MORRISON v. CANADA OIL GAS HEATERS LIMITED—LATCHFORD, J.—DEC. 31.

Contract—License to Manufacture Mechanical Appliances in Certain Provinces of Canada—Payment of Royalty—Representation that Vendors Owned Patents for Appliances—Falsity—Return of Deposit Paid—Damages for Misrepresentation—Counterclaim—Costs.]—Action for the return of $1,000 paid by the plaintiffs to the defendants and for damages for misrepresentation. The action and a counterclaim were tried without a jury at a Toronto sittings. LATCHFORD, J., in a written judgment, said that on the 31st July, 1919, the plaintiffs entered into a written agreement with the defendant company, whereby the plaintiffs were licensed to manufacture and sell during a period of 5 years, within the Provinces of Canada east of Ontario, a range burner, furnace burner, and heater burner, controlled and owned by the defendant company. For every burner which the plaintiffs manufactured they were to pay monthly a royalty of $5. The total royalty in any year was not to be less than $5,000. A deposit of $1,000 was to be made by the plaintiffs, which pro tanto was to be applied on the minimum royalty payable. During the currency of the agreement the plaintiffs were to have the right "to purchase the patents covering the said burners" for $25,000. They were to commence manufacturing immediately and to use all their skill and means necessary to produce and sell the burners. It was recited in the agreement that the defendant company "owns and controls three separate inventions covering an oil gas range burner, an oil gas furnace burner, and an oil gas heater." There