Patent — *Agreement to Manufacture.*] — The plaintiffs sold to defendant by deed the right to manufacture and sell their patent right for "Kinney's Metallic Waggon Seat," for the time in the patent mentioned. Defendant covenanted to manufacture at least twenty per day, and as many more as the demand should require, paying each of the plaintiffs one-half of a royalty of twenty-five cents on each seat, and further, to supply McK. & Co. with at least 200 seats per month at 95c. each, pursuant to an agreement between them and the plaintiffs, paying on these a royalty of 20c. to the plaintiffs. There were other covenants by defendant to manufacture in a workmanlike manner, &c., and to make use of all means to introduce the seats and make them known. The declaration set out the deed, and assigned breaches of all the covenants. The third plea was, that after breach it was agreed between the plaintiffs and defendant that they should release each other from the performance of their respective covenants, and all rights of action in respect thereof, and in consideration thereof defendant agreed to manufacture thenceforth only so many seats as would supply the demand, and the plaintiffs accepted such agreement in satisfaction of the cause of action declared on:—Held, bad, as pleaded to the whole cause of action, whereas it could only be an answer to the breaches of the covenant and not to the covenant itself, for it shewed no release, but only an agreement for one, and no satisfaction by deed; and because the satisfaction was insufficient, the new agreement being merely to manufacture a less number of the same article in the same way, and on the same terms. *McGiverin* v. *Turnbull*, 32 U. C. R. 407.

Satisfaction After Breach.] — Declaration: that the plaintiffs, by deed, dated 18th April, 1874, covenanted to keep their mill in running order, using due diligence, during the season of 1874; to saw, cull, draw, and pile all the pine lumber required to be cut thereat, as they might be instructed, and to draw the logs from a named point, the plaintiffs to give three days' notice of their requirement to have the logs delivered at said point; and the defendant covenanted that if, after the said notice, the said logs were not so delivered, he would pay the cost of the mill hands kept idle in consequence, but such cost not to commence until the expiration of the three days' notice. And the plaintiffs averred that defendant failed to deliver logs after three full days' notice, whereby the hands were kept idle, &c. Fourth plea: that before the alleged breaches, the defendant gave the plaintiffs notice that he did not require any further logs cut or sawed at the mill during the season of 1874. Fifth plea, on equitable grounds, setting out, in substance, a parol agreement, under which the plaintiffs elected and agreed to saw certain logs known as the Boyd logs and other logs, not included in the first agreement, for their own benefit and profit, but on the express agreement and condition that the defendant should not be liable for the costs and charges of the men being kept idle, pending the delay; and that the plaintiffs accordingly sawed the said logs on these terms; but the plea did not aver positively the acceptance of the substituted agreement, or the performance of it in satisfaction, &c.:—Held, on demurrer, fourth plea bad, for under the agreement defendant was not authorized of his own mere motion to put an end to it. Held, also, fifth plea good, as amounting to a satisfaction after breach, though it would have been more proper to have averred in express terms an acceptance in satisfaction, &c. *Dimcoodie* v. *Smith*, 25 C. P. 361.

Seduction—*Agreement to Support Child.*] —Declaration in seduction, by the father. Plea, in effect, that after the seduction it was agreed between plaintiff and defendant that if defendant would agree to support the child at his own costs, &c., plaintiff would accept the same in full satisfaction and discharge; and that defendant did agree so to do, and plaintiff accepted said agreement in full satisfaction, &c.:—Held, on demurrer, plea good, as setting out an agreement on defendant's part, for which a sufficient consideration appeared in his undertaking a liability which he was not bound to assume, and that defendant was not obliged to shew that he had actually performed his agreement, as this was unnecessary to support the accord set up by the plea. *McHugh v. Grear*, 18 C. P. 448.

Settlement of Action.]—The plaintiffs having filed a bill for specific performance of a contract by one R. to sell a certain mine to them, it was agreed between plaintiffs and T., one of the now defendants, pending such suit, that certain persons should purchase said mine from the plaintiffs; that they should deposit the money required for the security for costs which the plaintiffs had been ordered to give in said suit, and pay all costs incurred or to be incurred therein, or any other suit brought or defended by them respecting said mine, and pay all the moneys due for the purchase thereof, and allot to each of the plaintiffs a twentieth share therein, if they should succeed in getting a title through the suit; and that they would settle all claims of Messrs. E. & G. against the plaintiffs. The plaintiffs sued defendants on the last-mentioned covenant; and to a plea setting out the transaction, which was held void for champerty and maintenance, the plaintiffs replied, on equitable grounds, that in the Chancery suit defendants were added as plaintiffs, and defendants therein in their answer set up against them that this agreement was void for champerty, which they denied, and on the hearing the cause was compromised, and a decree made by agreement, by which defendants were allotted a certain portion of the land, for which they received a conveyance, and the agreement declared on was treated and acted upon by all parties, and by the court, as valid. Remarks by A. Wilson, J., as to the effect of this replication. *Carr* v. *Tannahill*, 30 U. C. R. 217.

Transfer of Property.]—In an action on the common counts, defendant A. pleaded that it was agreed between the plaintiff B., and the defendant A., and a third party, C., that C. should sell to B. all the claim, title and right of pre-emption which C. had to certain land, and that C. should execute a deed at B.'s request to D. in satisfaction of B.'s claim, and then averred that C. did, by the procurement of A., at B.'s request, execute a deed to D. of all the title C. had to the land:—Held, plea bad, in not averring that A. had a certain right and interest in the land, and of a certain value, and that the conveyance to D. was accepted in satisfaction. *Fralick* v. *Lafferty*, 3 U. C. R. 159.

Transfer of Property.]—Plea, that on, &c., defendant made to the infant son of the