

[Prac.]

NOTES OF CANADIAN CASES.

[Prac.]

property of the defendant, the plaintiff was entitled to have the said agreement of exchange rescinded. The plaintiff's general condition of ignorance, his want of skill in business, and his comparative imbecility of intellect were such as to require the Court to deliver him from the disadvantages of a transaction which he would not have entered into had he been properly advised and protected.

McClive, for the defendant.

Miller, for the plaintiff.

PRACTICE.

Osler, J. A.]

[Nov. 10, 1884.]

VANSTADEN V. VANSTADEN.

Interpleader—Costs—Special directions to sheriff—Adverse claim contemplated.

An appeal from the direction of the Master in Chambers as to costs on a sheriff's interpleader application where the execution creditor abandoned after the claimant's affidavit had been filed.

Held, that when in addition to the writ of *fi. fa.* goods in the sheriff's hands, special directions are given to the Sheriff to seize particular goods, the Rule is, that, if the execution creditor abandons after interpleader proceedings have been taken, he must pay the Sheriff's costs, and there is no limitation to the Rule that the special directions must have been given in contemplation of an adverse claim.

Aylesworth, for the sheriff and claimant.

Clement, for the execution creditor.

Boyd, C.]

[Nov. 10, 1884.]

SMITH V. GILLIES.

Patent case—Particulars—Examination.

A motion by the plaintiff to commit the defendants for unsatisfactory answers on their examination for discovery before the trial in an action to restrain the infringement of the plaintiff's patent in which the validity of that patent is attacked by the defendants.

Held, that the general law applicable to discovery governs in patent cases. A defendant may be properly interrogated as to the grounds

of his attacking the plaintiff's patent, and there should be a fair and full disclosure of the particular lines of attack which are contemplated, but no such individualizing of the persons who are alleged to be prior users as would enable the plaintiff to fix upon the defendant's witnesses.

Motion refused.

Howland, for the motion.

H. D. Gamble, contra.

Ferguson, J.]

[Nov. 17, 1884.]

RYAN V. SING.

Contract for sale of land—Authority to make—Agency—Variation in acceptance of terms of offer.

C. R. S. being the owner of certain leasehold property wrote E. E. K., a land agent, a letter in these words: "Please call on J. J. R. He keeps a small shop. . . . He resides in my house on P. street and has been wanting to purchase it for some time. Tell him if he gives me \$235 cash at once I will send the papers to you for him and he can pay over the money to you. Please write me by return mail." On the following date E. E. K. wrote J. J. R. as follows: Mr. S., of Meaford, wishes me to say that if you desire to purchase some property he owns on P. street, that if you give him \$235 cash he will send the deeds to me and deliver them to you. Your early reply will very much oblige." About a month after an acceptance was endorsed on the latter letter in these words, "I hereby accept the above on the understanding that I pay no expenses," and it was signed by J. J. R.

Upon an action being brought for specific performance by J. J. R. against C. R. S. It was,

Held, that the letter from C. R. S. did not contain authority to E. E. K. to enter into a contract for the sale of the property.

Held, also, that even if there had been no question as to the authority of E. E. K. the insertion of the words "on the understanding that I pay no expenses" in the acceptance prevented it from being considered an acceptance of the offer said to be contained in the letter of E. E. K.

Murdoch, for the plaintiff.

H. J. Scott, Q.C., for the defendant.