

America, and also as a reserve stock for their New York business. This course had been decided on because surgical instruments were admitted into Canada free of duty, but when imported into the United States of America paid a high duty. But it was not a part of the arrangement to which the parties came that plaintiffs should be bound to establish such a branch of their business or that they should keep a stock of their goods in Canada from which defendants might be supplied. Defendants were content to rely upon plaintiffs, in their own interests, carrying out the decision to which they had come, and did not stipulate or intend to stipulate that they should come under any contractual obligation to do so, nor did plaintiffs intend to bind themselves to the taking of any such course. Treating the alleged agreement to establish a stock in Canada as a representation, the defendants could not succeed, because the representation, if made, was only of an intention to do something, and it was a representation which was not untrue, and was one which plaintiffs did not agree to be bound to carry out. Therefore the counterclaim, so far as it related to the claim for damages for breach of the alleged representation, failed.

Defendants' claim to a reduction in the price of the goods sold also failed.

Plaintiffs were entitled to recover \$3,869.04 (less certain deductions) for the price of goods taken over by defendants.

Judgment for plaintiffs for \$7,122.02 with costs, and counterclaim dismissed with costs.