

cheque-stubs produced were not genuine, but recent fabrications, and that the evidence relating to them was false.

In regard to this, the learned Judge said that he could not deal with the case as though the discovery of the fabrication of evidence eliminated only that part of the evidence, or at most should cause caution in accepting the rest. The case, as to the essential matters, rested almost altogether on the defendant's own testimony; and, when he found that there was an ingenious attempt to support the case by deliberate and elaborate forgery and perjury, his mind passes from a condition of grave doubt to one of unhesitating disbelief.

Miss Beach sought to corroborate the story told, by her recollections of conversations with the deceased, in which he stated to her that he had released the mortgage to the extent stated. Her testimony was taken on commission in New York. With the suspicion begotten in the mind of the Judge by the perjury committed in his presence, he could not accept this evidence. It did not ring true; and there was no real opportunity to test the truth upon cross-examination. No doubt the witness had met the deceased, but what was said at the meeting was known only to her.

Judgment for the plaintiffs as prayed.

MIDDLETON, J.

DECEMBER 1ST, 1917.

*CONSOLIDATED PLATE GLASS CO. v. McKINNON DASH CO.

Damages—Admitted Breach of Contract—Manufacture and Sale of Goods—Loss of Profits—Duty to Minimise Damages—Performance of Duty—Evidence.

Action to recover \$14,482.50 damages for breach of contract. The defendants admitted liability, but said that the plaintiffs' demand was too large.

The plaintiffs entered judgment for the recovery of damages upon the breach.

The case was heard as to assessment of damages by MIDDLETON, J., without a jury.

W. N. Tilley, K.C., for the plaintiffs.

I. F. Hellmuth, K.C., for the defendants.