

make it fall outwards. A barricade was erected on the street, and the plaintiffs were excluded from their shop till the wall was down to the roof level. The defendants asserted that they never had any intention of doing more by way of destruction than they were obliged to do by the order of the building inspector, who gave wide instructions calling for the demolition of all the walls, but admitted that this wall was not dangerous and there was no need for its destruction; yet he refused to modify his order. The judgment should recite that the defendants assert no right and no intention to pull down the wall save in obedience to the municipal by-law and the order of the inspector issued thereunder, and that the inspector now admits that it is not necessary to pull down this wall—and thereupon this Court doth not see fit to make any order; this being without prejudice to the rights of either party, should the defendants desire and intend to pull down the wall, asserting any other right to do so. The plaintiffs had failed to shew that the defendants did anything which gives the plaintiffs a right of action for the damages claimed. To prevent further litigation, the defendants would be well advised if they should return to the plaintiffs the rent paid for the time they were out of possession. The plaintiffs were justified in seeking an injunction, in view of the facts shewn, and the defendants' notice of intention to pull the wall down, and so the plaintiffs should have the general costs of the action, but no costs of the claim for damages. A. St. G. Ellis, for the plaintiffs. H. L. Barnes, for the defendants.

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PHILLIPS & SONS CO. v. KEYES SUPPLY CO.—LATCHFORD, J.—  
DEC. 29.

*Contract—Rescission—Failure to Prove—Breach—Damages—Counterclaim—Commissions.*—Action for damages for breach of a contract and counterclaim for a commission on sales. The action and counterclaim were tried without a jury at Kitchener. LATCHFORD, J., in a written judgment, said that on the 1st October, 1919, the defendants agreed to purchase from the plaintiffs 50 gasoline pumps at a discount of 25 per cent. from list-prices. The pumps were to be ordered and delivered at certain stated times during the remainder of 1919 and the first 9 months of 1920. The defendants were to be entitled to the same commission on any pumps sold by the plaintiffs in a specified number of counties in Quebec and Eastern Ontario, the defendants being appointed exclusive sales-agents for the pumps in those counties. The defendants set up that the contract had been rescinded or cancelled; but rescission or cancellation of a contract must be by both