

TAYLOR v. MORIN—FALCONBRIDGE, C.J.K.B.—APRIL 10.

*Partnership — Agreement — Fraud — Findings of Fact of Trial Judge.*]—Action for a partnership account, tried without a jury at Sudbury. The learned Chief Justice read a judgment in which he said that the plaintiff and defendant were associated from the early part of 1913 in the pool-room business in Sudbury, under an agreement which, the plaintiff said, was reduced to writing (exhibit 2), but which was never signed, owing, the plaintiff said, to the procrastination of the defendant. On the 17th July, 1914, the plaintiff and defendant executed, under seal, an agreement (exhibit 3) whereby an entirely different arrangement was made between the parties, not at all unfavourable to the plaintiff, inasmuch as his faithful service for two years was substituted for a payment of money to acquire an interest in the business. The plaintiff charged that the execution of the last-named agreement was induced by the fraud of the defendant in leading the plaintiff to believe that it was the unsigned agreement first-mentioned. The plaintiff had utterly failed to establish any such case. The Chief Justice also found as a fact that the defendant had given the plaintiff a proposition in writing setting forth all the terms of the second agreement except a line or two omitted at the plaintiff's request. These findings disposed of the whole case. The plaintiff "quit" before the time stipulated, and had no further claim. Action dismissed with costs. J. H. Clary, for the plaintiff. G. J. Valin, for the defendant.

CHAPMAN v. BRADFORD—FALCONBRIDGE, C.J.K.B.—APRIL 13.

*Executors—Claim against Estate of Deceased Person—Evidence.*]—Action for a declaration that the plaintiff was entitled to a conveyance in fee simple of a farm owned by his deceased father, or for damages or payment out of his father's estate of a sum of money. The learned Chief Justice dismissed the action without costs, saying that the plaintiff had failed, both on the facts and the law, to make out his case. Whenever there was a conflict of testimony, the finding was in favour of the defendants. L.F. Heyd, K.C., and C. W. Plaxton, for the plaintiff. B. N. Davis, for the defendants the executors and residuary legatees. D. Inglis Grant, for the defendants the adult remaindermen. E. C. Cattanach, for the Official Guardian, representing the infant defendants.