

'phone 29th inst. at 78 cents per 90 lbs. car, delivered at Ridgeville, bulk as big car as you can, not less than 400 bags."

The learned Chief Justice said that there was no completed contract sufficient to satisfy the Statute of Frauds. The plaintiff's case was, that a different arrangement from that contemplated by the letter of the 28th September was orally entered into. The quotation was for delivery at Welland; the alleged oral bargain and the letter of the 30th September required that delivery should be made at Ridgeville. There was no stipulation as to the size of the car in the defendants' offer. By his letter of the 30th September, the plaintiff required that a car containing not less than 400 bags should be supplied. There was, therefore, no acceptance of the defendants' offer, and nothing in writing to bind them to do what the plaintiff testified it was agreed in the telephonic conversation that they would do.

The judgment should be set aside with costs of the appeal, and the action should be dismissed with costs.

*Appeal allowed.*

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#### HIGH COURT DIVISION.

BRITTON, J.

JANUARY 9TH, 1917.

#### W. A. STONE & CO. v. NATIONAL COAL CO.

*Partnership—Promissory Note Signed in Firm Name—Liability of Member of Firm—Recognition by Endorsement—Satisfaction—Lost Instrument—Security.*

Action upon a promissory note for \$1,700 made by the defendants the National Coal Company, dated the 23rd February, 1915, payable 30 days after date, to the order of the plaintiffs. It was endorsed, "The National Coal Co. per Louis Stander."

The defendant Stander was sued as endorser and as a member of the firm or partnership of the National Coal Company; he defended the action; the other defendants did not defend.

The action was tried without a jury at Brantford.  
 J. Harley, K.C., for the plaintiffs.  
 W. S. Brewster, K.C., for the defendant Stander.