place, in inspecting, measuring, and branding the logs, was to pass the property in the whole to the defendant, as finally appropriated and accepted under the contract: Craig v. Beardmore (1904), 7 O.L.R. 674; Wilson v. Shaver (1901), 3 O.L.R. 110.

There was no definite, fixed, and absolute bargain that delivery would be made in the season of 1914—no exact time for delivery was fixed, and the law would imply a duty to perform within a reasonable time. What is a reasonable time is a question of fact, and the finding should be that the final delivery made by the plaintiff in 1915 was, in the circumstances, made within a reasonable time.

The appeal should be allowed with costs, and the plaintiff should have judgment for his claim, with costs, including his costs, if any, upon the counterclaim, which should be dismissed.

If the amount is in dispute, it may be calculated by the Registrar and inserted in the judgment.

MACLAREN, J.A., concurred.

MEREDITH, C.J.O., agreed in the result, for reasons stated in writing.

MAGEE and HODGINS, JJ.A., dissented, for reasons stated in writing by HODGINS, J.A.

Appeal allowed; MAGEE and HODGINS, JJ.A., *dissenting.*

FIRST DIVISIONAL COURT. MARCH 21ST, 1916.

JOHNSTON v. HAINES.

Fraud and Misrepresentation—Purchase of Company-shares—Recovery of Price—Findings of Fact of Trial Judge—Evidence—Appeal—Reversal of Judgment.

Appeal by the defendant from the judgment of LENNOX, J., 8 O.W.N. 551.

The appeal was heard by MEREDITH, C.J.O., GARROW, MACLAREN, MAGEE, and HODGINS, JJ.A.

R. McKay, K.C., for the appellant.

W. J. Elliott, for the plaintiff, respondent.

MEREDITH, C.J.O., read a judgment in which he said that the action was brought to recover moneys alleged to have been paid by the plaintiff to the defendant in respect of six stock