

unless he can prove the material terms upon which the partnership was to be entered into: Lindley on Partnership, 7th ed., p. 94. The arrangement, even as sworn to by the plaintiff, was somewhat loose and indefinite in its terms. It was incumbent upon the plaintiff to shew that there was an intention of both parties to enter into a partnership; and, in default of a writing, and in the face of the denial of the defendant that there was any intention on his part to enter into a partnership, the existence of the partnership should be very clearly made out from the conduct, admissions, and writings of the defendant. On the whole evidence, a partnership had not been made out. It was also difficult for the plaintiff to get away from the effect of his signing the release of the 17th August, 1909. It is in very broad terms, and the plaintiff admitted that it was read over to him before he executed it. He was not an ignorant man, but one accustomed to business. Such a man, having deliberately set his hand to a release, should not, unless in a very exceptional case, be permitted afterwards to repudiate it. The agreement was binding upon the plaintiff and could not be set aside. Action dismissed with costs. T. W. McGarry, K.C., and W. N. Ferguson, K.C., for the plaintiff. E. F. B. Johnston, K.C., for the defendant Waldman. A. C. Macdonell, K.C., for the defendant company.

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FISHER V. DOOLITTLE AND WILCOX LIMITED—BRITTON, J.—  
Nov. 14.

*Trespass to Land — Possession — Sufficiency — Injunction — Damages — Fouling Stream — Nuisance — Filling up Stream — Apprehended Danger.*—The plaintiffs alleged that they were the owners and in possession of part of lot 13 in the 1st concession of West Flamborough; the defendants owned the land immediately adjoining, and were engaged in large quarrying operations thereon. The plaintiffs' land was a ravine or gorge; the land of the defendants was high and level, and the westerly limit thereof joined the brow or top of the ravine or gorge; and the defendants got rid of their earth, dirt, and refuse stone by dumping it over the brow of the mountain, as it was called, upon the plaintiffs' land. The plaintiffs complained of this wilful trespass upon their land and of damage done to their trees, shrubbery, and grass. The plaintiffs were also the owners of a paper mill on other land, upon the margin of a creek, and the plaintiff used the water for power, etc. The plaintiffs alleged that the refuse thrown into the ravine would be washed into the creek and pollute the water, fill