

sky that they were the owners of the said goods and chattels, subject only to the condition that the same were not removable before the expiration of the lease. The action was tried without a jury at Toronto. SUTHERLAND, J., in a written judgment, said that neither the evidence of the plaintiffs nor that of the defendants was entirely satisfactory. It was the duty of the purchasers to ascertain the terms of the written lease, and notice of its terms must be imputed to them. As to Persofsky, the very terms of the option under which he purchased plainly intimated to him that the contents of the theatre belonged to the lessors. The defendants testified that they did not represent that they owned the chairs and other chattel property in the theatre, but expressly notified the purchasers that these were the property of the lessors and could not be removed during the currency of the lease. Apart from any question as to the form of the action, the plaintiffs had not made out their case, and the action must be dismissed, but without costs. F. J. Hughes, for the plaintiffs. L. F. Heyd, K.C., for the defendants.

MISITE v. TORONTO HAMILTON AND BUFFALO R.W. Co.—
SUTHERLAND, J., IN CHAMBERS—OCT. 18.

Pleading—Statement of Defence—Action for False Arrest and Imprisonment—Justification—Reasonable and Probable Cause—Setting out Facts.—Appeal by the defendants from an order of a Local Judge directing the defendants to amend para. 5 of their statement of defence by shortly pleading justification. The action was for false arrest and imprisonment. SUTHERLAND, J., said that the facts which may be proved by the defendants at the trial may be pleaded. In an action of this character the facts known to the defendants which would lead to a reasonable belief that the plaintiff was guilty of the offence with which he was charged are facts which are relevant on the allegation of want of probable cause. While in para. 5 the allegations of fact were somewhat minute and in detail, they were such as might properly be set out therein, and as to which evidence might be given at the trial: Stratford Gas Co. v. Gordon (1892), 14 P.R. 407; Duryea v. Kaufman (1910), 21 O.L.R. 161; Bristol v. Kennedy (1912), 4 O.W.N. 537. Appeal allowed and order set aside with costs. J. D. Bissett, for the defendants. T. N. Phelan, for the plaintiff.