rant, he did so without the knowledge or consent of the plaintiff. —The second question was, whether there was any rent due on the 10th September, 1915, when the warrant was issued. By the terms of the lease, the rent for the year would not fall due until the end of the year—the 1st October, 1915. The defendant invoked the acceleration clause in the lease by reason of an alleged attempt to dispose of or sell part of the property upon the leased premises, and also by reason of a chattel mortgage given upon part of the property. There was no such attempt to sell as would accelerate the rent coming due, within the meaning of the lease. The chattel mortgage was given with the defendant's knowledge; and there was a waiver by the defendant of any right he had to invoke the acceleration clause.—Dealing with the case, however, as if the defendant had the right to distrain—as if there was some rent due when the warrant issued and when seizure was made—it appeared that the defendant estimated the amount of rent due at $672.20; the property seized was, according to the appraisers, of the value of $884.25. According to the defendant's reconsidered estimate, the rent was only $376.83, so that there was excessive distress. The damages, however, upon this branch, were little more than nominal. But it was not necessary for the defendant to issue any distress warrant; his action was hasty and harsh. The amount of rent, taxes, and costs to which the defendant was entitled at the time of the seizure was $139.15. This was the result of a careful examination of the statements put in. The defendant received from the sale of the plaintiff's goods $213.50. The rent overpaid was, therefore, $74.35. The plaintiff was entitled to recover this $74.35; the value of meals, milk, and threshing, $29.18; damages for conversion of chattels, $383; damages for excessive distress, $25: in all, $511.53. The defendant should recover, on so much of his counterclaim as relates to trees, $25, and $10 for costs. The $35 is to be deducted from the $511.53, leaving $476.53 to be paid by the defendant, with costs on the Supreme Court scale. If there is any chattel mortgage made by the plaintiff and now in force against any of the property for which damages are assessed to the plaintiff, the defendant, upon payment of the amount due on the mortgage, not to exceed the full amount thereof, will be entitled to have the amount paid set off against the amount awarded to the plaintiff. J. L. Whiting, K.C., and J. A. Jackson, for the plaintiff. A. B. Cunningham and W. B. Mudie, for the defendant.