under Lord Cairns's Act, damages should be awarded in lieu of an injunction.

In view of the fact that the days in which the residence can be used as a residence are numbered, and that the building must ultimately, according to the plaintiff's own evidence, be superseded by an office or factory building covering the whole lot, which would mean the abandonment of the easement, the damages so awarded would be trifling.

For these reasons, I think the action fails; but, as there was some complaint justified from the overflowing of the water from the eaves, I think it is not a case for costs.

MICHENER v. SINCLAIR—LENNOX, J.—JUNE 11.

Settlement of Action—Agreement for—Enforcement—Judgment—Costs.]—After the action had been partly tried, an agreement for settlement was come to by counsel for the parties. This was stated by counsel, and, with suggestions by the presiding Judge, recorded by the stenographer. There was a subsequent agreement for an extension of time; but this did not vary the rights of the parties as arranged at the trial. The defendant now applies for judgment dismissing the action, and for possession, and for judgment for $250 against the plaintiff. The only question in dispute was as to whether there should be judgment for the $250. The learned Judge said that the true construction of the agreement was, that, in the events which had happened, the defendant was to have judgment for possession and for dismissal of the action with costs; and that this was to put an end to all matters in difference between the parties—was to be a complete settlement in fact. There should be judgment dismissing the defendant's counterclaim, except so much thereof as related to recovery of possession, without costs, dismissing the plaintiff's action and the claim set up in answer to the counterclaim; for recovery of possession of the lands in the pleadings mentioned by the defendant from the plaintiff, with costs; and for the costs of this application. John King, K.C., for the defendant. G. T. Denison jun., for the plaintiff.