

It was conceded that it went beyond the indorsement. The Master was of opinion, further, that it was embarrassing as claiming inconsistent relief. He referred to *Hives v. Pepper*, 6 O.W.R. 713; *Evans v. Davis*, 27 W.R. 285; *Moore v. Ullecoats*, [1908] 1 Ch. 575; *Gent v. Harrison*, 69 L.T.R. 307. The distinction to be observed is between alternative ways of making the same claim, as was the case in *Hives v. Pepper*, and asking for inconsistent relief, as here. The plaintiff cannot ask for payment under the agreement, damages for its breach, and also rescission. Order made requiring the plaintiff to amend so as to shew which ground of relief he intends to ask. Costs to the defendant in any event. F. E. Hodgins, K.C., for the defendant. M. C. Cameron, for the plaintiff.