offer at the trial; when, after more than one suggestion that the parties should come to an understanding, the plaintiff again expressed his willingness to return and the defendant his willingness to receive the plaintiff back. This left nothing to be considered except the claim in respect of the period from May, 1914, to the time of the trial. The sum of $300 fairly represented the amount of the plaintiff's damages for that period; but that was not to be taken as the measure of damages in any other than the unusual circumstances of the present case. The same circumstances warranted a refusal of costs, for the plaintiff was not wholly free from blame for the dissatisfaction which was an element in bringing about his departure from the defendant's house. Judgment for the plaintiff for $300 without costs. A. M. Fulton, for the plaintiff. J. T. Mulcahy, for the defendant.

RE BREAULT AND GRIMSHAW—MIDDLETON, J.—JAN. 24.

Will—Devise of Land—Condition in Codicil—"Die before Having Children"—Absolute Devise, Subject to Devise over in Event which could not Happen—Good Title to Land.]—Motion by a purchaser of land, under an agreement for sale and purchase, for an order, under the Vendors and Purchasers Act, declaring that an objection to the title was valid and that a good title could not be made. The motion was heard in the Weekly Court, Toronto. MIDDLETON, J., in a written judgment, said that the only objection to the title seemed to be based upon a mistranslation of the codicil to a will under which the vendors derived their title. This read: "If one of my three sons David Henry and Alex should die before having children," &c. They all had children, and so this could not now come to pass, and the clause could not in any way be read as meaning "die without leaving issue surviving." The gift was absolute, subject only to a gift over in an event which could not now happen, and so a good title could be made. So declare. No costs. W. Lawr, for the purchaser. A. B. Drake, for the vendors.