

CASWELL V. BUCHNER—SUTHERLAND, J., IN CHAMBERS—
APRIL 29.

Reference—Death of Local Master—New Order of Reference.]—Application by the adult parties for a reference to ascertain whether a sale of the lands and premises in question was made with the approval of the late Master at Welland, and, if so, to whom and at what price or prices, and to report what disposition had been made of the purchase moneys, and to make inquiries as to the persons at present entitled to share in the proceeds, etc. Order made referring the matter to the present Local Master at Welland. Further directions and costs reserved. J. W. Mitchell, for the applicants. F. W. Harcourt, K.C., for the infants.

DURYEA V. KAUFMAN—MASTER IN CHAMBERS—APRIL 29.

Pleading—Statement of Defence and Counterclaim—Inconsistency—Breach of Contract—Infringement of Patent—Invalidity.]—Motion by the plaintiff to strike out or compel an amendment of some parts of the statement of defence and counterclaim of the defendants the Edwardsburg Starch Co. The action was in respect of an agreement made between the parties in January, 1906, which was admitted by the defendants. This recited that the plaintiff had made valuable discoveries in respect of the business carried on by the defendant company, for which he had secured patents both in the United States and Canada. These the defendants were to be allowed to use, on certain conditions, fully set out in the agreement. The plaintiff alleged that he had performed all he was bound to do under the agreement, and that the defendants had taken advantage of his discoveries, but refused to carry out the obligations consequent thereon; and he claimed damages for breaches of the contract, or an account of profits, and an injunction against infringing the patents, and a declaration that the defendants were not entitled to make use of his inventions. The plaintiff asked for an order striking out so much of the company's statement of defence as denied the validity, novelty, and usefulness of the plaintiff's patents, and also clause b of para. 4 of the counterclaim, which asked for a declaration that the defendant company were entitled to use the plaintiff's patents under the agreement in question or that they should be declared invalid. The counterclaim also asked for a declaration that the plaintiff should carry out the agreement and for an order requiring the