

This amendment being made, the application for a commission is admittedly proper, and will be granted.

Costs of this application will be reserved to be disposed of with the other matters after the Master shall have made his report.

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CHESTERFIELD V. CHESTERFIELD—BRITTON, J.—DEC. 27.

*Alimony.*]—Action for alimony tried at Sault Ste. Marie. Action dismissed; the defendant to pay the cash disbursements actually and properly made by the plaintiff's solicitor. J. L. O'Flynn, for the plaintiff. W. H. Hearst, K.C., for the defendant.

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ROSE V. DUNLOP—BRITTON, J.—DEC. 30.

*Vendor and Purchaser—Contract for Sale of Land—Specific Performance—Mistake as to Quantity of Land—Termination of Contract—Rent.*]—Action to compel specific performance by the defendant of an agreement to purchase a house and lot in the city of Peterborough. The defendant had paid part of the purchase money and gone into possession, but, discovering, as she alleged, that the lot was of less extent than the plaintiff had represented, she demanded her money back, refused to pay any further sum, and refused to give up possession. A portion of a lane was enclosed with the lot and appeared to be part of it. Held, that it was not a case for enforcing the agreement, giving the defendant only the land which the plaintiff owned.—The agreement of sale and purchase contained a clause to the effect that upon default in payment of the purchase money the defendant should be treated as a tenant paying rent at \$12 per month, and the plaintiff might apply all money paid on account of purchase money as on the rent accrued, and should have the right to determine the holding as a tenancy from year to year. The plaintiff pleaded this in reply, and avowed a willingness to accept rent and that the agreement for purchase should be at an end. Held, that, as the plaintiff exercised the option given him, there should be judgment based upon that, the writ of summons being treated as notice terminating the tenancy at the expiration of the year ending on the 29th November, 1909. Judgment for the plaintiff for \$45.50 on this