evidence, the plaintiff will have to wait until September. Costs of the motion to be costs in the cause. H. E. Rose, K.C., for the defendant. T. N. Phelan, for the plaintiff.

DEAN v. CORBY DISTILLERY CO.—BOYD, C.—MARCH 1.

Contract—Breach—Damages—Leases—Rent—Reference.]—Action for damages for breach of contracts. The Chancellor said that the real and essential meaning of the contracts or leases sued upon was that the defendants were to supply slop-food sufficient for the proper nourishment of 1,200 cattle during the period in question in the action. He proceeded on two principles: (1) that the amount of the rent is not to be treated as fixed, but to be ascertained on the footing of the quantum of slop supplied; and (2) that the failure to supply the amount of slop engaged to be furnished for the food of the cattle resulted in direct damage to the plaintiff in the deterioration of the stock in weight and saleable value. Judgment for the plaintiff for $666, the amount brought into Court by the defendants, in respect of rent, and for $7,500 damages. Counterclaim dismissed with costs. If either party is dissatisfied with the amount, it may be referred to the Master to go more minutely into the items with further evidence: in which case costs of the reference will be reserved. I. F. Hellmuth, K.C., and D. Urquhart, for the plaintiff. D. L. McCarthy, K.C., and Frank McCarthy, for the defendants.

DICKENSON v. TORONTO R.W. CO.—MASTER IN CHAMBERS—MARCH 2.

Venue—Change—Witnesses—Expense—Convenience.]—Motion by the defendants to change the venue from Hamilton, where the plaintiff lived, to Toronto, where the defendants operated an electric street railway, and the cause of action arose. The action was brought to recover damages for the loss of a team of horses occasioned by a collision between the plaintiff's waggon and a car of the defendants. The defendants stated that they had ten witnesses in Toronto, but their names were not given, nor was it shewn what they would prove. The Master said that this weakened the statement: Cameron v. Driscoll, 2 O.W.N. 338. The plaintiff said he would have only four wit-