The executors of Daniel were unable to rent the farm, reserving a room for the mother; but they rented it for $200 a year, without that reservation, the mother joining in the lease. The entire rental, except what was necessary to pay the interest on the first mortgage, was paid to the mother for her maintenance. She alleged that this was not sufficient, and brought this action against the executors of her son and his widow and child, asking to have the farm sold and the purchase money applied for her maintenance. The lease was renewed till the 1st May, 1911, the plaintiff consenting to the renewal. In these circumstances, the action was dismissed without costs as against the plaintiff. The costs of the defendant to be paid out of the estate upon its being wound up in accordance with the will of Daniel Dyment. A. M. Lewis, for the plaintiff. W. E. S. Knowles, for the defendants.

FARQUHAR v. ROYCE—MASTER IN CHAMBERS—APRIL 21.

Pleading — Counterclaim — Consistency — Convenience — Amendment—Practice.]—Motion by the plaintiff to strike out the counterclaim of the defendant against the plaintiff and one Mullins. The action was for damages for breach of an alleged contract by which the plaintiff was to have the right up to a certain date to remove sand and gravel from land sold to the plaintiff, the plaintiff alleging that the defendant had refused to allow removal. The defendant denied the contract, and counterclaimed for damages for the removal of gravel. Held, that the counterclaim was not inconsistent with the defence and was such as might properly be set up and conveniently tried with the action. Evans v. Buck, 4 Ch. D. 432, cited by the plaintiff, was considered inapplicable. The counterclaim was filed a day late, and the defendant wished to change the name of " Mullins " to " Mullin." Order allowing amendment and validating the counterclaim as of the day of filing. Motion otherwise dismissed. Costs in the cause. W. E. Mackay, for the plaintiff. R. B. Henderson, for the defendant.

CORRECTION.

On p. 589, ante, third line from bottom, for " Crawford " read " Cameron."