referred also the language of Armour, C.J., in Clarke v. Joselin (1888), 16 O.R. 68, 78, and concluded his written reasons for judgment thus:—After careful consideration of the whole evidence, and having regard to all the circumstances surrounding the transaction, the conclusion I have come to, and I have reached it without any doubt as to its correctness, is, that the deed from the plaintiff to the defendant Woods does not embody the true description of the property intended by the parties to be dealt with. The evidence convinces me, and I find, that what the purchaser, through her husband and Davis (solicitor for the husband), asked to purchase, and what the plaintiff intended to sell and offered to sell for $3,500, and what the purchaser intended to purchase for that price, and what the defendant Sophronia Beresford intended as security for the money advanced to her co-defendant, was the property shewn on the ground as the lumber-yard property, the northerly boundary of which is the line of the south wall of the barn on the plaintiff's homestead property and its continuation westerly to the river. There will, therefore, be judgment declaring that the northerly boundary of the land intended to be sold and purchased and intended to be mortgaged to the defendant Beresford is the south line of the barn and its continuation westerly to the river;; that the conveyance from the plaintiff to the defendant Mabel S. B. Woods be reformed so as to carry this into effect; and that the mortgage from the defendant Mabel S. B. Woods to her co-defendant be likewise reformed. The injunction restraining the defendant Mabel S. B. Woods, her servants, workmen, and agents, from entering on or trespassing upon or interfering with the plaintiff's property north of that line is made perpetual; the other defendant is likewise restrained. The plaintiff is entitled to his costs of action. A. R. Bartlett, for the plaintiff. J. H. Rodd, for the defendants.

UNITED INJECTOR CO. v. JAMES MORRISON BRASS MANUFACTURING CO.—MASTER IN CHAMBERS—APRIL 26.

Particulars—Statement of Claim—Infringement of Patent Rights—Postponement till after Discovery.]—In an action for infringement of patent rights and use of trade marks, the defendants moved, before pleading, for particulars of allegations made in the statement of claim. The Master referred to the analogous case of Batho v. Zimmer Vacuum Machine Co., 3 O.W.N. 1009, 1152, and said that it seemed sufficient at this stage to