uary, 1901, that a contract had been closed by his agent McKay with Plummer, but in consequence of the report of one Taylor as to the value of the land, bearing the same date as McKay's letter announcing the contract, he seems to have determined to disregard it and to hold for a higher price, which he obtained by the subsequent dealing with defendant Heath. He has, in bad faith and for his own advantage, broken his contract and prevented himself from carrying it out. Day v. Singleton, [1899] 2 Ch. 320, is . . . clear authority that, under such circumstances, he may be ordered to pay damages for the breach. In assessing such damages, as I do, at $500, I am awarding a much smaller amount than the evidence would warrant me in giving. . . . Judgment for plaintiff with costs for the above amount against defendant Preston. See also Jones v. Gardiner, [1902] 1 Ch. 191; Ont. Jud. Act, sec. 57, sub-sec. 13.

HODGINS, MASTER IN ORDINARY. JULY 16TH, 1903.

CHAMBERS.

HENDERSON v. BUTTON.

Infant—Suing without Next Friend—Leave to Amend—Costs—Plaintiff's Solicitor.

Motion by defendants to set aside the writ of summons and the copy and service thereof, with costs to be paid by plaintiff's solicitor, on the ground that at the date of the issue of the writ plaintiff was an infant, and that it was issued in his name without a next friend. The action was brought to recover damages for injury to plaintiff at defendants' factory from defective and unguarded machinery, and general negligence of defendants. Plaintiff's solicitor admitted the irregularity, and asked leave to amend by naming a next friend.

G. H. Kilmer, for defendants.

E. G. Long, for plaintiff.

THE MASTER held, following Flight v. Bolland, 4 Russ. 298, that the amendment should be allowed. See also Macpherson on Infants, p. 364; Anon v. Brocklebank, 6 Ch. D. 358. Order made allowing plaintiff to amend, on payment of all costs incurred by defendants up to and inclusive of the order. The amendment to be made within ten days from the date of the order, and in default of its being so made, action to be dismissed with costs to be paid by plaintiff's solicitor. See Gislinger v. Gibbs, [1897] 1 Ch. 474.