

damages for injury to the plaintiffs' track by the bursting of certain dams and reservoirs constructed by the defendants. The counterclaim was for damages occasioned by a breach of the plaintiffs' agreement, among other things, to keep their terminals at Port Arthur, in reliance on which the defendants bought and conveyed to the plaintiffs valuable water lots and also paid \$25,000 to help construct a breakwater, and for a reconveyance of the water lots, etc. The Master made an order striking out the counterclaim, except the 12th paragraph, which was in part applicable to the statement of defence. He referred to *Central Bank v. Osborne*, 12 P. R. 160; *Odell v. Bennett*, 13 P. R. 10; *Dunlop Tyre Co. v. Ryckman*, 5 O. L. R. 249; and cases cited therein. The order to follow the form given in *Central Bank v. Osborne*. Costs in the cause. G. A. Walker, for the plaintiffs. Featherston Aylesworth, for the defendants.
