

ber, 1907, for the sale to her of certain lands, of which she went into occupation; that the buildings thereon were partly destroyed by fire on the 22nd June, 1908, and the defendant received insurance moneys, which he applied to his own use; that, after the fire, the defendant fraudulently induced the plaintiff to execute a document purporting to be a lease to her of these lands, dated the 3rd June, 1908; and that the defendant converted to his own use certain lumber, etc. The defendant admitted the agreement of the 1st November, 1907, and alleged that during the continuance thereof the plaintiff was to be allowed possession of the lands; that, by the terms of the agreement, the plaintiff was required to pay by instalments the purchase-money and interest; that time was of the essence; that the plaintiff made default in payment, whereby the agreement became void; and the defendant thereafter made the lease to the plaintiff. The defendant admitted that he was paid the insurance moneys, but denied that the plaintiff had any interest therein. The learned Chief Justice said that there was default under the agreement, and no ground was shewn for relieving the plaintiff from forfeiture because of such default; that on the 1st June, 1908, the agreement became null and void, and the plaintiff ceased to have any interest in the property or in the insurance moneys arising from the destruction of the premises thereafter. The learned Chief Justice also found that on the 3rd June, 1908, the plaintiff agreed to lease the premises from the defendant, on the terms set forth in the lease in question, and executed the same in the presence of a witness; that the plaintiff expended considerable moneys upon the premises, all of which, together with her payments, have been forfeited to the defendant, who had acted harshly towards her, exacting from her his full legal rights. Action dismissed without costs. W. Proudfoot, K.C., and R. S. Hayes, for the plaintiff. G. Lynch-Staunton, K.C., and J. L. Killoran, for the defendant.

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CLARKSON V. LINDEN—DIVISIONAL COURT—JAN. 10.

*Pleading—Statement of Claim—Motion to Strike out—Action by Liquidator—Leave of Master—Irregularities—Amendment—Parties—Company.*—Appeals by both the defendants from the order of FALCONBRIDGE, C.J.K.B., ante 379. The Court (MULOCK, C.J. Ex.D., SUTHERLAND and MIDDLETON, JJ.) dismissed the appeals with costs. T. Hislop, for the defendants. W. A. Lamport, for the plaintiff.