

stated shortly thus: "I agreed with the defendant that he should buy for me certain property. He accordingly bought the property, and took the conveyance to himself, and now repudiates my right, and I claim that he should be declared to be a trustee for me." The defendant, by his defence, denied the plaintiff's case, and set up, by way of counterclaim, that he was the rightful owner of the land in question, and the plaintiff merely his tenant at will; and he claimed possession and rent and \$254.40 for money lent and an injunction to restrain waste and to compel the plaintiff to remove a mechanic's lien which he had suffered to be registered against the property. To this the plaintiff replied that the defendant, by refusal to carry out his agreement to convey the land to the plaintiff, had occasioned damage to the plaintiff. The Registrar said that, even under the present loose system of pleading, it was difficult to see how this could be said to be any defence to the counterclaim. It was perfectly easy for the plaintiff, in answer to the defendant's claim to possession and an injunction, on the facts alleged, to frame a defence. It was also apparently an easy matter to frame a defence to the money claim, and there was no excuse for resorting to the ambiguous statement of paragraph 2 of the reply; and this paragraph must be struck out, with costs to the defendant in any event. The plaintiff might amend the reply as she might be advised; and, in default of amendment, the defendant should be at liberty to note the pleadings closed as to the counterclaim. J. King, K.C., for the defendant. G. R. Roach, for the plaintiff.

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O'NEILL v. EDWARDS—MIDDLETON, J.—Nov. 19.

*Chattel Mortgage—Sale by Mortgagee—Allegations of Improvidence and Misconduct of Mortgagee—Findings of Fact by Trial Judge in Favour of Mortgagee—Costs.*]—Action to recover damages for loss alleged to have been sustained by the plaintiff by reason of an improvident sale, of the plaintiff's goods under a chattel mortgage made by the plaintiff. MIDDLETON, J., found, upon the evidence, that the sale was fair and conducted in good faith. The amount realised did not pay the amount due upon the mortgage. There was no collusion, nor was anything done to indicate other than an honest attempt on the part of the defendant to realise as much as possible. The sale was conducted by responsible and well-qualified auctioneers, of much experience. The defendant acted reasonably in em-