original trust by following the suggestion made by the trustees upon this application; and he, therefore, directed that the funds be consolidated as asked, and that there should be one board of trustees as suggested by counsel. The details of the order might be discussed, if necessary, after counsel had prepared it. A. C. McMaster, for the trustees.

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ROBINSON v. SHANNON—FALCONBRIDGE, C.J.K.B.—DEC. 10.

*Landlord and Tenant—Lease—Action by Tenant for Rescission—Misrepresentation—Failure to Prove—Acts of Landlord not Amounting to Repossession—Counterclaim for Rent.*]—Action by a lessee for a declaration that his lease was void for misrepresentation and for a return of the first gale of rent paid. Counterclaim by the defendant, the lessor, for the second gale of rent. The action and counterclaim were tried without a jury at Belleville. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the plaintiff had failed to establish the truth of his charges of misrepresentation. The defendant did not try to induce the plaintiff to enter into the lease, but first suggested another place for the plaintiff. The rent, so far from being excessive, was, in the opinion of several credible witnesses, a fair one for the property. The defendant had done acts authorised by the lease (e.g., ploughing by tenant) or necessary for the protection of the buildings as by locking or nailing up doors, etc., but nothing which could be considered as taking possession of the place. The action should be dismissed with costs, and there should be judgment on the counterclaim for the defendant for $125 (the second gale of rent) with costs. E. G. Porter, K.C., and C. A. Payne, for the plaintiff. F. E. O'Flynn, for the defendant.

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RIVERDALE LAND AND IMPROVEMENT CO. v. CHAPPUS—LENNOX, J.—DEC. 11.

*Vendor and Purchaser—Agreement for Sale of Tract of Land—Payments Made—Release of Lots in Tract—Counterclaim by Vendor—Rescission—Forfeiture—Amendment—Costs.*]—Action for an account and damages in respect of an agreement for the sale of land, tried without a jury at Sandwich. LENNOX, J., in a written judgment, said that, at the conclusion of the evidence, counsel for the plaintiff company admitted that he had not estab-