

had resolved not to purchase the property and intended to remove the chattels from the premises without paying any rent; and that the defendants had reasonable grounds for believing that the plaintiffs did not intend to purchase the property or pay rent, and in that belief directed the distress. All that the defendants did was done in good faith and in the honest belief that the plaintiffs intended to resort to whatever might be necessary to avoid paying rent. The plaintiffs in fact sustained no damage by what the defendants did. The defendants ought not to have bought in the chattels; but no harm resulted, as the defendants offered to restore the chattels and pay over the money received for the chattels sold to the plaintiffs, or to their chattel-mortgagees or to the person entitled, upon payment of the rent and costs of distress; and the plaintiffs rejected that offer. Judgment declaring that there was rent due from the plaintiffs to the defendants; that the seizure was not illegal; and that the defendants had a lien upon the chattels seized. The defendants may return to the plaintiffs all the goods and chattels seized, except those that were sold, and pay to the plaintiffs the cash received, upon payment by the plaintiffs to the defendants of the rent for which the seizure was made and the costs of distress and the defendants' costs of this action (fixed for this purpose only at \$175) and interest at 5 per cent. from the 22nd June, 1916. The payment is to be made within 20 days from the date of this judgment; and, if made and accepted, it is to be in full and final settlement of all matters in difference between the parties. If not made within 20 days, the action is to be dismissed with costs on the Supreme Court scale without set-off. J. T. Loftus, for the plaintiffs. F. M. Field, K.C., and W. F. Kerr, for the defendants.

SELLERS V. SULLIVAN—MASTEN, J.—JULY 6.

Will—Due Execution—Testamentary Capacity—Undue Influence—Fraud—Findings of Fact of Trial Judge—Costs.—Action to establish a testamentary writing as the last will and testament of Thomas Garniss, late of the township of Morris, in the county of Huron, farmer. The defences were: (1) that the will was not duly executed in accordance with the provisions of the Wills Act; (2) that the testator, at the time of the execution of the document propounded, was incompetent to make a will, and did not understand the nature and effect of the writing which he signed; (3) that the preparation and execution of the document were