

with permission of defendants, interred her husband's body in the said plot; (para. 6) that defendants, wrongfully and in breach of the terms and provisions of their deeds, opened the grave within six inches from the boundary line. By the 3rd paragraph of the prayer for relief plaintiff asked damages for breach of the provisions and covenants in said indentures of conveyance of said plot, etc.

The defendants moved to strike out the 4th, 5th, and 6th paragraphs and the 3rd paragraph of the prayer, upon the ground that there was no allegation of any covenant by defendants to comply with the regulations, or for particulars of such paragraphs.

W. Davidson, for defendants.

J. H. Milne, for plaintiff.

THE MASTER.—I think the motion should prevail, and that defendants are entitled to know what are the covenants, if any, which they are charged with violating and in respect of which damages are claimed.

If plaintiff so elect, the claim for damages might be abandoned, and that might suffice. But the plaintiff must be left to amend as advised.

[Phillips v. Phillips, 4 Q. B. D. 131, referred to.]

If the plaintiff intends to pursue the claim for damages for breach of the provisions and covenants, as set forth in the 6th paragraph, such covenant should have been stated in that paragraph, and would have to be proved at the trial. But that paragraph is defective in not stating any such covenants, or by not containing an allegation that defendants were bound to conform to their own regulations and had covenanted so to be bound. . . . In the present state of the claim they cannot say what is the ground of the attack.

Order requiring plaintiff to amend. Costs to defendants in the cause.

TEETZEL, J.

OCTOBER 24TH, 1903.

TRIAL.

KILLENS v. WAFFLE.

Deed—Action to Set aside Conveyance of Land—Undue Influence—Mental Incapacity — Improvidence — Delay in Bringing Action—Costs.

Action by one of the next of kin of Eliza Hunt, deceased, to set aside a conveyance made by her on 14th June, 1895,