no profits; and, in the condition in which he is, he might say this quite honestly. I will take no account of interest down to the date of the action—it would increase the liability of the defendant Gorman if I did.

I am of the opinion that the defendant Gorman should pay to the plaintiff and Murray one-third of the profit of the Brandon transaction, say $1,700—of which $1,200 will belong to the plaintiff—and he should pay $500 to each of these parties in respect of the Montreal Park realty stock transaction, and interest from the date of suit.

There will be judgment for the plaintiff against the defendant Gorman for $1,700, with interest from the 12th August, 1911, and costs; and for the defendant Murray against the defendant Gorman for $1,000, with interest from the 12th August aforesaid, and Murray's costs of defence.

BRITTON, J. FEBRUARY 18TH, 1913.

O'NEIL v. HARPER.

Highway—User—Dedication — Evidence — Statute Labour — Municipal By-laws—Action for Declaration of Existence of Highway — Parties — Municipal Corporation — Attorney-General—Obstruction—Nuisance—Assault—Costs.

Action for a declaration that a road crossing the south half of lot 7 in the 2nd concession of the Gore of Chatham was a public highway; (2) for an order compelling the defendant to remove all obstructions placed by him upon that highway; (3) an injunction restraining the defendant from further obstructing that highway; and (4) for damages for an alleged assault committed by the defendant upon the plaintiff in attempting to prevent the plaintiff from travelling upon that highway.

J. S. Fraser, K.C., for the plaintiff.
M. Wilson, K.C., for the defendant.

BRITTON, J.:—The plaintiff owns that part of lot 8 in the 2nd concession of the Gore of Chatham lying north of Running creek. The defendant owns the south half of lot 7 in the same concession. The plaintiff alleges that Running creek commences in the 3rd concession of the Gore of Chatham, flows southerly and