

and 'beyond' the rest of the public. It surely cannot be doubted but that they do."

The same question was considered in *Re Taylor and Village of Belle River* (1910), 1 O.W.N. 608, 15 O.W.R. 733, where Sir William Mulock, C.J., held that the owner suffered damage by the closing of a highway which, owing to the proximity of her property to it, enhanced the value of that property, and the closing of the highway depreciated the value.* This case was cited with approval in the judgment of the Appellate Division in *O'Neil v. Harper* (1913), 28 O.L.R. 635.

My conclusion is that the two arbitrators were justified by the evidence in making their award, and in that view the appeal should be dismissed with costs.

*Affirmed (1910), 2 O.W.N. 387.

PETCH v. NEWMAN—KELLY, J.—JUNE 30.

Principal and Agent—Agent for Purchase of Goods—Claim for Moneys Advanced and Commission—Findings of Jury—Interest—Amendment—Counterclaim—Costs.]—The plaintiff, as he alleged, was the agent of the defendants, in the season of 1912-13, for the purchase of beans, and he brought this action to recover moneys advanced to make the purchases and commission for his services. The defendants alleged that they were purchasers of beans from the plaintiff. The action was tried before KELLY, J., and a jury. In answer to questions, the jury found that the plaintiff was employed by the defendants to buy beans for the season of 1912-13; that in his employment he exercised reasonable skill or such skill as he actually possessed; and that he was not guilty of disobedience to instructions nor negligent in the discharge of his duties. They also found that the accounts between the parties for the season of 1911-12 were settled by the payment of \$500 by the defendants to the plaintiff. A further finding was in reference to the price to be paid for beans bought from one McLarty. In his capacity of agent, the plaintiff agreed to purchase a quantity of beans from McLarty; and, when some of these were being delivered, the plaintiff refused to pay the price agreed upon because of inferior quality. The plaintiff's evidence was that the matter was referred to one of his principals, the defendant William C. Newman, to fix the price, and that Newman did fix it at \$1.50 per bushel. This New-