

in the best way I can I have decided that the vendors should pay one hundred dollars on this account.

Of more importance is the claim for loss occasioned by delay. I think that for all which comes under this head a substantial allowance should be made, including in it some allowance for extra expense as well as allowance for the loss of profit. Doing my best to ascertain what will be a fair sum, I have concluded to allow two thousand dollars.

I do not think any allowance should be made for the Calder claim, as I have considered the whole situation in fixing the twelve hundred allowed to the plaintiff for installation.

I think this covers everything discussed, and it means an abatement of the balance due the plaintiff by sums aggregating \$3,530.29, leaving a net balance due the plaintiff of \$4,776.37, which should bear interest at the rate of six per cent. from say first October, 1909.

Each party has succeeded as to his contentions in part, and although the balance is found in favour of the plaintiff, it should not have the entire costs of the action. Some indulgence was granted to the plaintiff by a postponement, and it ought to pay the costs occasioned by that postponement. On the whole, justice will be done by directing that there be no costs to either party.

HON. MR. JUSTICE LENNOX.

APRIL 6TH, 1914.

McKERCHEN v. McCOMBE.

6 O. W. N. 224.

Vendor and Purchaser—Specific Performance—Building Restriction—Buildings to be Kept Back from Street Line—Corner Lot—Restriction Limited to Street on which Lot Fronts.

LENNOX, J., *held*, that the following restriction in a deed "No house or outbuilding shall be erected which shall be nearer the street line than twenty feet at any part thereof" in the case of a corner lot only applied to the street upon which the lot faced.

Action for specific performance of an agreement for sale and purchase of the easterly 67 feet 10 inches of lot 99 on the north side of Burlington crescent, according to plan M. 312, Land Titles Office, Toronto.

H. S. Martin, for plaintiff.

C. M. Garvey, for defendant.