

An account need not, in my opinion, be taken. There is no question that Coleridge received in connection with the Pratt deal but \$3,750. The date of such receipt is fixed so that by a single computation the mere matter of interest may be readily determined.

The plaintiff is entitled to a declaration that the purchase of the 6th May was made for his benefit, as Coleridge represented; but at \$400 an acre, and not, as Coleridge misrepresented, at \$450 an acre.

Coleridge cannot, in my opinion, be permitted to derive any advantage from the fraud which he practised on Bell, nor from the payment of the \$2,500 of Bell's moneys fraudulently obtained made to Kenning on June 2nd, 1913.

There will accordingly be a declaration that Coleridge has no interest in the purchase from the Kenning syndicate and that Bell is entitled to the benefit of the payment of \$2,500 made out of his moneys by Coleridge to Mr. Kenning.

The defendants, other than Coleridge, were stated at the trial to be willing to carry out the sale, notwithstanding the default in payment of the instalment of purchase-money due August 1st, 1913. Upon payment by plaintiff of that instalment with interest, within a reasonable time (which I fix at one month from the entry of judgment) and the performance by Bell of the other terms of the agreement of sale of May 6th, Bell is to be entitled to a conveyance of the Pratt farm from the defendants, other than Coleridge, freed from any claim of Coleridge or of persons claiming under him.

There will in addition be judgment against Coleridge for \$1,250, with interest from the 20th May, 1913, and for the costs of this action.

The counterclaim is dismissed with costs.

Stay of 30 days.