

DIAMOND V. WESTERN REALTY CO. LIMITED—BRITTON, J.—
MAY 18.

Vendor and Purchaser—Agreement for Sale of Land—Cancellation by Vendor—Rights of Subpurchasers—Damages—Enticing away Servant—Counterclaim—Money Lent—Costs.]—Action for an injunction restraining the defendants from receiving or collecting any moneys payable under contracts entered into by the plaintiff's subpurchasers for lots in a part of Lundy Park, Niagara Falls, which the plaintiff had agreed to buy from the defendant company, and from interfering in any way with the subpurchasers; for \$6,000 damages from the defendant company for a breach of the covenants contained in the agreement for sale and purchase, and damages for interfering with the subpurchasers; for an account; and for damages from the defendants Davidson and Bettel for enticing away a man from the plaintiff's employment. The defendant company counterclaimed certain sums of money lent, money paid for taxes, etc. The action was tried without a jury at Toronto. BRITTON, J., in a written judgment, found that the defendant company had the right to cancel the agreement and did cancel it, and the plaintiff consented thereto; that the alleged sale by the plaintiff to one Saltzman was not a bona fide sale and was not within the scope of the agreement between the plaintiff and the company; that the plaintiff was not entitled to any damages by reason of interference with his subpurchasers; that, if there was any enticing, no damages resulted therefrom; that the defendant company was entitled to recover upon its counterclaim \$400, but none of the other sums claimed. Action dismissed with costs. Judgment for the defendant company against the plaintiff for \$400 with costs of the counterclaim. McGregor Young, K.C., and A. Cohen, for the plaintiff. D. C. Ross, for the defendants.