

labour. He was to be paid as much for the sawing out of the box-hearts as for the cutting of quarter-cut maple or white maple; and there was in truth a considerable wastage of the higher grades. The plaintiff was entitled to recover for the sawing of 199,000 feet at \$7.50 per M., \$1,492.50; for the three admitted items, \$90; for ground rent, \$90: in all \$1,672.50: less \$500 paid; leaving a balance of \$1,172.50; and there should be deducted from this \$500 damages for improper sawing, leaving a net balance of \$672.50, upon which interest should be allowed from the date of the writ. As there had been a partial success, there should be no costs. That was better than to attempt to apportion the costs as between claim and counterclaim. The whole cost of the litigation had been substantially occasioned by the counterclaim, so that of this award the plaintiff at least could not complain. W. D. Henry, for the plaintiff. W. H. Wright, for the defendant.

RE GREAT WAR VETERANS ASSOCIATION OF THOROLD AND SYNOD OF THE DIOCESE OF NIAGARA—LOGIE, J.—APRIL 23.

Vendor and Purchaser—Agreement for Sale of Land—Objection to Title—Land Vested in Synod of Church—Power of Synod to Convey—Devisee under Will—Validity of Exercise of Power of Appointment—Application under Vendors and Purchasers Act.—An application by the association, purchasers of land in the town of Thorold, for an order determining the validity or invalidity of an objection to the title. The land was the subject of the devise to the widow of John McDonagh with power of appointment as set out in *Re McDonagh*, supra. The application was heard in the Weekly Court, Toronto. LOGIE, J., in a written judgment, said that the decision in *Re McDonagh* disposed of this motion. The land was vested in the Synod of the Diocese of Niagara in fee simple, and the Synod alone, subject to its statutes and by-laws, could convey the same to the purchasers. G. H. Pettit, for the purchasers. A. C. Kingstone, for the vendors.

CATTANACH AND DAVIS V. ELGIE—KELLY, J.—APRIL 14.

Fraud and Misrepresentation—Sale of Land and Chattels—Acceptance of Threshing Outfit as Part of Consideration—Misrepresentations as to Condition of Outfit—Reliance on—Inducement for Making Contract—Claim by Subvendee of Outfit against Original Owner—Evidence—Reliance on Representations—Costs.—Action to