

entered into a dishonest bargain to confer upon the Rotenbergs (third parties) a colourable right to put the property to an unauthorised use, obtained \$100 that he was not entitled to, and set up a false story when he found himself in difficulty. The learned Judge found also that a fraudulent agreement was entered into between Pashnitzky and the Rotenbergs. There should be judgment for the plaintiffs against the defendants for \$500 damages and the costs of the action. If the sign-board and its supports, braces, and adjuncts of every description (except beams, supports, or braces within the building, and these too if the plaintiffs desire it) are removed, the roof thoroughly repaired, including injured sheeting, and the whole roof re-covered with the same material as it was covered with before the erection of the sign-board, within one month or such further time as may be allowed by reason of adverse weather conditions, the damages will be reduced to \$150. There should be judgment for the defendants the Macey Sign Company Limited over against Pashnitzky and Louis Rotenberg and Rotenbergs Limited for indemnity, for the \$200 paid with interest from the day of payment, the expense of erecting the sign-board (fixed at \$35), expense of removal and repairs and re-roofing (\$125), with costs of defence and third party proceedings. The plaintiffs may have an order directing the execution of this work if it is not proceeded with promptly. It is in the interest of the Macey Sign Company Limited that they should be allowed to do this work, and they should give notice of what they intend to do. If this is not done, the other parties interested in securing the reduction of the primary assessment may apply for directions so as to protect themselves. Frank J. Hughes, for the plaintiffs. B. W. Essery and F. G. McKenzie, for the defendant Pashnitzky. Frank Arnoldi, K.C., for the defendants the Macey Sign Company Limited. Gideon Grant, for the Rotenbergs.