

nues so that he might have direct access to the public road;

“Considering that it appears from the evidence that while defendant had cut down the trees on the avenues, he had not removed the stumps thereof, which, at the date of the action, remained thereon with a considerable amount of second growth, so that it was not possible for plaintiff to have access thereby from and to the public road; that defendant has refused to remove said stumps and second growth, and has committed a breach of his said contract with plaintiff; and that plaintiff is entitled to have the same set aside;

“Considering that plaintiff has not proved a right to more than legal interest on the instalments paid to defendant and that he is entitled to have the following sums from defendant, to wit: Amount of instalments paid to defendant \$617.23; interest thereon at 5 per centum \$25.10; cost of protest, \$20 forming a total of \$662.33;

“Considering that defendant has failed to maintain his plea and that plaintiff has proved his demand to the above stated amount: Doth dismiss defendant's plea; doth cancel and resiliate the said contract of the 8th April, 1914; and doth condemn defendant to pay and satisfy to plaintiff the sum of \$662.33 and costs of actions.

Confirmed in Review.
