

defence delivered, the pleadings were noted closed. The action was to set aside an executory contract. The learned Judge said that the allegations and prayer of the statement of claim appeared to be sufficient; and directed that judgment should be entered for the plaintiff against the defendants declaring that the defendants obtained the impeached agreement by fraud and misrepresentation, directing the delivery up and cancellation of the agreement, and for recovery of \$672, with interest from the 12th October, 1912, and the costs of the action. T. D. McGee, for the plaintiff.

WYATT V. CONSOLIDATED INVESTMENTS LIMITED—LENNOX, J.—
MARCH 20.

Contract—Rescission—Fraud—Return of Money Paid.]—
This case was of the same character and in the same position as the previous one, and a like judgment was pronounced. T. D. McGee, for the plaintiff.

LORD V. SANDWICH WINDSOR AND AMHERSTBURG R.W. Co.—
LENNOX, J.—MARCH 20.

Nuisance—Obstruction of Street—Peculiar Damage to Occupant of Shop—Loss of Business—Assessment of Damages.]—
This was an action for damages arising out of the same nuisance that was complained of by other owners of land in Mitchell and Dresch v. Sandwich Windsor and Amherstburg R.W. Co. (1914), 6 O.W.N. 659, 7 O.W.N. 508, and the right to maintain an action for special damages occasioned by the nuisance was there affirmed. This action was tried without a jury at Sandwich. The learned Judge disposed of the case in a short written opinion, in which he said that for 15 months before Ferry street was torn up by the defendants the plaintiff was carrying on a very extensive, lucrative, and steadily increasing grocery business upon his shop premises in that street, and was greatly inconvenienced, obstructed, and damaged by the operations of the defendants. There was no by-law of the municipality authorising the work; and the defendants had no justification for interfering with the street and obstructing the plaintiff. The plaintiff suffered a very serious direct loss of trade and profits during the time the defendants were operating upon Ferry street. Damages assessed at \$800. Judgment for the plaintiff for that amount with costs. J. H. Rodd, for the plaintiff. A. R. Bartlet and G. A. Urquhart, for the defendants.