

the course of the trial, the allegations made against them were withdrawn, and the action as to them dismissed with costs. The defendant Coleridge, by counterclaim, sought a declaration that the sum of \$13,750 paid by the plaintiff was forfeited, and that he (Coleridge) was entitled to the farm free from any claim of the plaintiff. The learned Judge, after a full discussion of the evidence, found the facts in favour of the plaintiff as against the defendant Coleridge. There was no question that Coleridge received only \$3,750 in the transaction, the rest of the plaintiff's money having been paid to the syndicate; and any further accounting between the plaintiff and Coleridge was unnecessary. The plaintiff was entitled to a declaration that the purchase from the syndicate was made for his benefit, as Coleridge represented, but at \$400 an acre, and not, as Coleridge misrepresented, at \$450 an acre. Coleridge should not be permitted to derive any advantage from the fraud which he practised on the plaintiff, nor from the payment of the \$2,500 of the plaintiff's money fraudulently obtained made to the syndicate on the 2nd June, 1913. There should be a declaration, accordingly, that Coleridge had no interest in the purchase from the syndicate, and that the plaintiff was entitled to the benefit of the payment of \$2,500 made. The defendants other than Coleridge being willing to carry out the sale, notwithstanding the default in payment of the instalment of purchase-money due on the 1st August, 1913, the learned Judge directed that, upon payment by the plaintiff of that instalment with interest, within one month from the entry of judgment, and the performance by the plaintiff of the other terms of the agreement of sale, the plaintiff should be entitled to a conveyance of the farm from the defendants other than Coleridge, freed from any claim of Coleridge or of persons claiming under him. Judgment also for the plaintiff against Coleridge for \$1,250, with interest from the 20th May, 1913, and for the costs of this action. Counterclaim dismissed with costs. D. L. McCarthy, K.C., for the plaintiff. Matthew Wilson, K.C., for the defendant Coleridge. M. K. Cowan, K.C., for the other defendants.