

Marshall, a poor woman living in Detroit; the advance of the necessary money by the solicitor's cheque; the presence of the said poor woman in London to execute the deed to Rylands, the purchaser; and the way in which the purchase-money was made up; but there was not enough evidence to justify a finding that the defendants Rylands and Logie were parties to a conspiracy to cut out the executor; and, therefore, costs should not be awarded against them. There should be a judgment for redemption against the defendants Rylands and Logie, on payment of \$650, with interest from the 5th July, 1917. Interest should be allowed because the executor's solicitors were so hopelessly supine in their conduct as to have invited what actually took place. There should be no costs for or against the defendants Rylands and Logie—and it would be a mere matter of form to award costs against the other defendants. The plaintiff should be at liberty to amend his statement of claim so as to pray the relief which was now granted. Sir George Gibbons, K.C., and P. H. Bartlett, for the plaintiff. J. M. McEvoy, for the defendants Rylands, Logie, and Alice Marshall. R. G. Fisher, for the defendant Catharine Marshall.

TORONTO AND HAMILTON HIGHWAY COMMISSION V. COLEMAN  
—BRITTON, J.—JULY 5.

*Contract—Construction of Public Highway—Agreement of Landowner to Pay Bonus—Construction of Drain—Agreement to Pay Proportion of Cost—Defence that Work not Properly Done—Evidence—Counterclaim—Findings of Fact of Trial Judge—Costs.*—Action to recover \$500 which the defendant agreed to pay as a bonus if the plaintiffs' highway should be laid out and constructed (as it was) along a certain route which would benefit the defendant's property at Burlington; also to recover \$565.53, being the difference between the price of a tile-drain and an open drain, the tile-drain being for the defendant's advantage, he having agreed to pay the difference in price and the plaintiffs having constructed a tile-drain accordingly. The defence was, in substance, that the job of constructing the drain was not a finished one, and that the drain itself was utterly worthless for the purpose intended. The defendant counterclaimed for four sums, viz., \$1,178, \$162.50, \$15, and \$17.50. The action and counterclaim were tried without a jury at Toronto. BRITTON, J., in a written judgment, reviewed the evidence and found all the issues in favour of the plaintiffs except that as to the \$17.50 included in the counterclaim. Judgment for the plaintiffs for \$1,065.53 with costs, and for the defendant on his counterclaim for \$17.50 with costs. R. S. Robertson, for the plaintiffs. B. N. Davis, for the defendant.