

ation of the defendant's rights and for an injunction and damages. The action and counterclaim were tried without a jury at Hamilton. The learned Chief Justice said that the value of the property involved and its superficial area were so small as to be almost incapable of description or estimation. He had never tried or heard of a case where the land involved was of such small value to the plaintiff. On the other hand, the defendant would be seriously damaged and prejudiced if the plaintiff's contention were upheld, by reason of the defendant being deprived of reasonable access and user of a certain right of way. Action dismissed with costs; and judgment for the defendant on his counterclaim, declaring that the fence torn down by the plaintiff was the defendant's property, and on his own lands; declaring that the defendant was entitled to have a fence on the same land and in the same place as the fence that was torn down by the plaintiff; restraining the plaintiff from interfering with, tearing down, damaging or destroying the defendant's fence, and from trespassing upon the defendant's lands; awarding the defendant \$5 damages for the tearing down of the fence and tearing up the defendant's cement walk; and awarding the defendant the costs of the action and counterclaim. J. L. Counsell, for the plaintiff. S. F. Washington, K.C., for the defendant.

BELL v. COLERIDGE—LATCHFORD, J.—DEC. 31.

*Principal and Agent—Purchase of Farm—Fraud of Agent—Principal Entitled to Benefit of Purchase at Price at which Agent Purchased—Account—Repayment of Sums Obtained by Agent—Judgment—Terms of Carrying out Purchase.*—Action for an accounting by the defendant Coleridge for moneys paid to him by the plaintiff in respect of the purchase of a farm, which the plaintiff believed he was purchasing, through the defendant Coleridge as a friend or agent, from a syndicate, at \$450 an acre, but which had in reality been purchased by the defendant Coleridge from the syndicate at \$400 an acre, and turned over to the plaintiff at \$450 an acre; for a declaration that the purchase by Coleridge was for the benefit of the plaintiff; for forfeiture of Coleridge's interest on the ground of fraud; and for a declaration that a sum of \$2,500 was paid on the 2nd June, 1913, to the syndicate out of the funds of the plaintiff. The members of the syndicate were also made defendants, and the plaintiff asked relief against them; but, in