

his mortgage had yet two years to run. When the cash payment was increased from \$1,100 to \$1,400, the mortgage balance ought to have been reduced from \$2,000 to \$1,700—this change was neglected. When the time for closing came, a demand was made for a mortgage of \$2,000, and \$2,072 cash, it being erroneously assumed that the failure to “raise” the extra \$1,000 on the first mortgage imposed a burden on the purchaser to pay more cash. In this view of the case, the action ought to be dismissed without costs, and the defendant ought to recover from the plaintiff the \$100 paid.—The learned Judge regretted that he could not order the agent, whose bungling or worse had brought about all this trouble, to pay the costs. Both these ladies trusted him to protect their interests, and in the result he had landed them in a law-suit. M. L. Gordon, for the plaintiff. J. C. McRuer, for the defendant.

FITZGERALD V. CHAPMAN—KELLY, J.—FEB. 11.

Nuisance—Obstruction of Lane—Injunction—Stay of Operation to Enable Defendants to Abate Nuisance—Damages—Costs.]—Motion by the plaintiff for an interim injunction, turned into a motion for judgment. KELLY, J., said that a consideration of the material submitted had left no doubt in his mind that the plaintiff was entitled to relief; and judgment should go for an injunction restraining the defendants from allowing horses or other animals, vehicles and other impediments, to stand or remain in or upon the premises described as a lane in the agreement of the 14th November, 1906, referred to in the writ of summons, so as to impede the plaintiff or other persons lawfully using it, and from using that part of the defendants' building abutting on the said lane as a shipping or warehouse entrance, in such manner as to impede, obstruct, or interfere with the plaintiff or such other persons. To enable the defendants to carry this into effect, the operation of the injunction should be suspended till the 11th April, 1914, subject to any right of the plaintiff to damages. The plaintiff in his writ of summons claimed damages as well as an injunction; and counsel will be heard as to damages at any time they so desire. The plaintiff was entitled to his costs. T. N. Phelan, for the plaintiff. Glyn Osler and S. G. Crowell, for the defendants Chapman & Walker Limited. S. W. McKeown, for the other defendants.