finds that the defendant has not fulfilled his contract, and that the work on the ground is of no practical use or value to the plaintiffs, as the cost of taking down and removing will be as much as can be realised for it. He also finds that the defendant has not proved the allegations made in his statement of defence and counterclaim. Judgment for the plaintiffs for $200 damages; for a mandatory order upon the defendant compelling him to remove all the material owned by him from the plaintiffs' premises within 20 days; for a declaration that the contract is at an end, and that the plaintiffs are under no liability to the defendant thereupon; and for payment by the defendant of the plaintiffs' costs of the action. Counterclaim dismissed with costs. If the costs of the action are taxed on the County Court scale, there will be no set-off of costs on the Supreme Court scale in favour of the defendant. A. Cohen, for the plaintiffs. McGregor Young, K.C., and C. M. Herzlich, for the defendant.

STEERS v. HOWARD—LENNOX, J.—JULY, 6.

Fraud and Misrepresentation—Option for Purchase of Land—Acceptance—Resale at Increased Price—Purchaser for Value without Notice—Remedy of Vendor against Original Purchasers—Payment of Difference in Price—Charge on Mortgage for Amount Due for Principal, Interest, and Costs.]—The plaintiff was the owner of a farm in the township of Sandwich West, and gave the defendants Howard and Bates an "option" in writing to purchase it for $20,000, to be good for two months from about the beginning of May, 1913. Subsequently the plaintiff made the option good until the 8th September, 1913, with the proviso that he should have the right, during the life of the option, to sell the property before the option should be accepted, but the price at which he could sell was to be not less than $22,000, and if he should sell at that price, Howard and Bates were to get back the sum of $750 which they had paid to the plaintiff. During the currency of the option, certain persons in Detroit, who ultimately became incorporated as the "Detroit Ojibway Land Company," a defendant in this action, got into communication with the plaintiff, and were ready to purchase at $28,000 as soon as they could make financial arrangements for the first payment, which was to be $6,000 or $5,000. On the 7th August, 1913, these persons in Detroit told the plaintiff that they were ready to make the first payment and enter into a