

The notice of exercising power of sale and subsequent proceedings by defendant are set aside and declared null and void.

Judgment for plaintiff for \$5 damages.

Defendant opposed the motion for injunction and plaintiff had to go to trial and defendant must pay the costs on High Court scale.

Thirty days' stay.

HON. MR. JUSTICE LATCHFORD. DECEMBER 31ST, 1913.

BELL v. COLERIDGE.

5 O. W. N. 655.

Principal and Agent — Secret Profit — Purchase of Lands — Evidence — Fraud — Account — Counterclaim — Costs.

LATCHFORD, J., *held*, that an agent who purchased certain lands from a syndicate at \$400 per acre and resold them to his principal at \$450 per acre, representing to the latter that \$450 per acre was the true purchase price, was liable to his principal for the secret profit so made by him.

Action for an accounting by the defendant Coleridge in respect of a purchase by him of certain lands as agent for the plaintiff, on which he was alleged to have made a secret profit, and for a declaration that such purchase was made for the benefit of the plaintiff.

D. L. McCarthy, K.C., for plaintiff.

Matthew Wilson, K.C., for defendant Coleridge.

M. K. Cowan, K.C., for other defendants.

HON. MR. JUSTICE LATCHFORD:—The plaintiff, a young Englishman residing in Detroit, was induced early in 1913 by the defendant Coleridge, and by a friend of Coleridge, to invest in certain lands in Sandwich West, near Windsor, where there was at the time considerable speculation in lands owing to prospective establishment by the United States Steel Corporation of a large plant at Ojibway near by. Bell had himself no knowledge of the value of properties in the vicinity, and made his investment on the advice and with the co-operation of Coleridge. The instructions for the preparation of the conveyance to Bell were given by Cole-