

MARCON V. COLERIDGE—LENNOX, J.—JUNE 16.

Contract — Purchase of Land for Speculative Purpose — Agreement to Divide Profits — Absence of Consideration — Misrepresentation — Secret Commission.]—Action to recover from the defendant one-third of the profits derived from a resale of 75 acres of land which the plaintiff brought to the attention of the defendant, and which the defendant bought for \$30,000. The defendant stated that he was the holder of an option for the purchase of this land; but no option was proved at the trial, and it appeared that the plaintiff had received from the vendors, without the defendant's knowledge, a commission of \$1,000. The plaintiff alleged an agreement that he, the defendant, and one Smith would do what they could, severally, to resell the property, and would divide the profits equally. Neither Smith nor the defendant put anything into the transaction, nor did either of them assume any obligation. The land was resold by the defendant to one Bell without the assistance of either Smith or the plaintiff. See *Bell v. Coleridge*, 5 O.W.N. 655. In the circumstances of the case, the learned Judge doubted whether there could be said to be any profits to divide; but he based his judgment dismissing the action mainly upon the plaintiff's concealment and misrepresentation as to his position in regard to the vendors and the secret commission he received from them, and the absence of any consideration to support the defendant's promise to divide profits. Action dismissed with costs. D. L. McCarthy, K.C., for the plaintiff. Matthew Wilson, K.C., and F. D. Davis, for the defendant.

COOK V. BARSLEY—BRITTON, J.—JUNE 18.

Vendor and Purchaser—Agreement for Sale of Land—Oral Agreement—Possession Taken by Vendee—Payment of Taxes—Statute of Frauds—Part Performance—Agreement Enforced against Grantee of Vendor with Actual Notice—Trespass—Injunction.]—Action for trespass to land in the city of Stratford, and for a declaration that the plaintiff was the owner of the land. Before the 4th May, 1908, the land belonged to one Barker. The defendant wished to buy the land, and induced one Holliday to advance the purchase-money. The land was conveyed to Holliday on the 4th May, 1908. The defendant went