

plaintiff by the defendants dumping refuse and filth near to and upon the plaintiff's vacant land within the limits of the city of Windsor, and for a mandatory order requiring the defendants to remove the mound of refuse so accumulated as a menace to the public health. The learned Judge tried the action without a jury at Windsor, and now gives a short written opinion in which he discusses the evidence, and finds the facts against the defendants. Judgment is delayed, for two months at least, to enable the defendants to abate the nuisance. F. C. Kerby, for the plaintiff. F. D. Davis, for the defendants.

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SMITH v. HAINES—MIDDLETON, J.—MARCH 23.

*Fraud and Misrepresentation—Inducement to Buy Company-shares—Proof of Fraud—Evidence—Costs.*]—This action was first tried by FALCONBRIDGE, C.J.K.B., who dismissed it without costs: Smith v. Haines (1914), 5 O.W.N. 866. A new trial was ordered by the Appellate Division: Smith v. Haines (1914), 6 O.W.N. 150. The second trial was before MIDDLETON, J., without a jury, on the 16th and 17th March, at Toronto. Judgment was reserved, and was now delivered as follows: I thought it better not to read the judgment of the learned Chief Justice before whom the case was first tried until I had my own mind made up upon the facts. On reading the judgment, I find that the general impression made upon him is precisely that made upon me. The plaintiff has failed to prove the fraud charged, and so his action fails, but the defendant's conduct is such that he ought not to receive costs, even though the particular fraud alleged has not been proved. He most certainly has not been "perfectly clear in his dealings with the plaintiff," or with others; and, in adopting this expression, I am using milder language than I contemplated before reading what my Lord has written. I. F. Hellmuth, K.C., and W. J. Elliott, for the plaintiff. Wallace Nesbitt, K.C., and R. McKay, K.C., for the defendant.

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DONOVAN v. CHATHAM BRIDGE CO.—BRITTON, J.—MARCH 25.

*Contract—Agreement to Build Vessel—Dispute as to Terms—Finding of Jury—Promised Speed not Attained—Breach of*