

there had been cockroaches in the houses; but he assumed that they had been got rid of because the tenants had never complained of them.

On the ground that no man can complain that another has too implicitly relied on the truth of what he has himself stated, and on the ground that the representation was material and was untrue and induced the contract, I think the plaintiff must fail.

While the defendant might, by investigating for himself before signing the contract, have established the falsity of the plaintiff's representation, he did not do so, but relied solely upon the plaintiff's representation, as I think he was entitled to do.

In actions for specific performance the plaintiff cannot countervail the effect of his own misrepresentations by shewing that the defendant had the means of knowledge; but he must shew by conclusive evidence that the defendant knew or ought to have known that the representations were not in fact true. . .

[Reference to *Cox v. Middleton*, 2 Drew. 209, per Kindersley, V.-C., at p. 220; *Central R.W. Co. of Venezuela v. Kisch*, L.R. 2 H.L. 99; *Aaron's Reefs v. Twiss*, [1896] A.C. 273, 279; Fry, 4th ed., secs. 663, 664, 676, 688.]

Action dismissed with costs.

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DIVISIONAL COURT.

JANUARY 23RD, 1911.

\*FARRELL v. GALLAGHER.

*Mechanics' Liens—Failure of Contractor to Complete Work—Amount Due by Owner—Method of Ascertaining—Cost of Completion—Evidence—"In such Manner as the Architect may Direct"—Rulings of Architect—Liens\* of Wage Earners—Twenty per Cent. of Value of Work Done—Right of Owner to Resort to for Damages Sustained by Contractor's Breach of Contract—Amount Payable to Contractor—Rights of Lien-holders—Costs.*

An appeal by the defendant Gallagher and a cross-appeal by the plaintiffs from the judgment of an Official Referee in an action to enforce mechanics' liens in respect of a house erected for the defendant Gallagher in the city of Toronto. The Referee gave judgment for the plaintiffs for \$793.90.

\*To be reported in the Ontario Law Reports.