

behalf of the company it was said that it was necessary to procure larger premises, and that from the outset the purchase was intended for the company, and was determined upon with the knowledge and consent of all the directors. SUTHERLAND, J., said that as a rule matters of this kind were questions which were determined solely by the directors and shareholders without the interference of the Courts. While, on the material filed when the interim injunction was obtained, and without any explanation on behalf of the defendants, it appeared proper that the restraining order asked should be temporarily made, it could not now be said, in view of the material before the Court, and particularly having regard to the facts set out in the affidavit of the solicitor for the company and in the affidavit of the defendant Harry Miller, that there was justification for continuing the order until the trial. However, in the circumstances, the defendants should be put upon terms to speed the trial. Motion to continue the injunction refused; costs to be costs in the cause. Grayson Smith, for the plaintiff. M. K. Cowan, K.C., for the defendants.

PEPPIATT V. REEDER—SUTHERLAND, J.—FEB. 6.

Injunction—Action to Set aside Sale of Property—Fraud and Misrepresentation — Interim Injunction — Continuance — Terms—Payment into Court—Speedy Trial.—This action arose out of a sale by the defendant to the plaintiff of a moving picture theatre, in July, 1914, carried out by a bill of sale from the defendant to the plaintiff, a chattel mortgage for \$2,600 from the plaintiff to the defendant, and a lease from the defendant to the plaintiff. In connection with the lease, the lessee paid to the lessor the sum of \$1,000, in consideration of the making of the lease or as security for the carrying out of its terms. In this action the plaintiff alleged that the defendant was guilty of fraudulent misrepresentations in connection with the sale, and sought to have it rescinded. In the meantime he had been acting under the sale and making payments upon the chattel mortgage and for rent. He stated in an affidavit that it was only within the two weeks previous to the commencement of the action that he learned of the alleged deception, fraud, and misrepresentation of the defendant, and thereupon immediately consulted a solicitor and instructed proceedings to be taken to set aside the contract and recover the moneys paid by him. The