

business in the name of the Imperial Drug Company), on the 10th March, 1909, for the sale by the defendant to the plaintiffs of a large quantity of a patent medicine called "Ponso," for which the plaintiffs were to have the exclusive sale agency in Toronto, Hamilton, and Welland. The terms of payment were mentioned in the contract. The learned Judge finds, upon the evidence, that certain representations as to the quality of the medicine were made by the defendant, which were untrue to the knowledge of the defendant, that the plaintiffs relied upon them, and that they were the basis of the contract. Judgment for the plaintiffs declaring the contract void and for the return of \$1,078 81 paid by the plaintiffs, without interest, the plaintiffs returning all unsold stock and giving credit for stock sold. The plaintiffs to have their costs of action against the defendant. G. Lynch-Staunton, K.C., for the plaintiffs. W. M. German, K.C., for the defendants.
