

24th July, 1912, between the plaintiff, a real estate agent of Ottawa, and the defendant a farmer, whereby the defendant agreed to purchase certain lots near the city of Regina, Saskatchewan, for \$3,675, upon which was paid, at the time of signing the agreement, \$1,225, the balance payable in six and twelve months.

The appeal to the Supreme Court of Ontario (Second Appellate Division) was heard by HON. SIR WM. MULOCK, C.J.Ex., HON. MR. JUSTICE CLUTE, HON. MR. JUSTICE RIDDELL, HON. MR. JUSTICE SUTHERLAND and HON. MR. JUSTICE LEITCH.

G. F. Henderson, K.C., for defendant, appellant.

A. E. Fripp, K.C., for plaintiff, respondent.

HON. MR. JUSTICE CLUTE:—The trial Judge found that the plaintiff was induced to sign the agreement in question by representation and statements made to him by the defendant's agent, Michael Bergin:—

“(a) That the lots he was purchasing were ‘in side’ lots in the city of Regina.

(b) That they were within one and a half miles of the city post office.

(c) That the city was actually built up as far out as these lots.”

(d) That Bergin had recently visited Regina and could be depended upon to give reliable information.

(e) That the plaintiff entered into this agreement relying upon the truth of these representations as the agent knew; and

(f) That they were false and were knowingly and fraudulently made.”

The question at issue is purely one of fact. A perusal of the evidence satisfied me that it amply supports the findings of the trial Judge, and there is no reason, so far as I can see, for this Court to interfere.

The appeal should be dismissed with costs.

HON. SIR WM. MULOCK, C.J.Exch., HON. MR. JUSTICE RIDDELL, HON. MR. JUSTICE SUTHERLAND, and HON. MR. JUSTICE LEITCH, agreed.