

the shares therein mentioned were made by the defendant, through the plaintiff, to one Ewens, without any knowledge that the plaintiff was interested in such sales, and in the belief on the part of the defendant that Ewens was the sole purchaser thereof; and, therefore, any complaint that could properly be made with respect to the representations of the defendant in connection with these sales should be made by Ewens alone, who is not complaining in this action nor a party thereto.

The plaintiff also admitted that he received from the defendant a commission of \$50 on the sale of one of the shares, without disclosing the fact to Ewens, who, he says, was a fellow-purchaser thereof with him; and his conduct in this respect somewhat resembles the alleged conduct of the defendant of which he seeks to complain in this action.

The defendant denies all charges of fraudulent conduct on his part, and asserts that he made no fraudulent statements or misrepresentations to the plaintiff in connection with the sale of the share of stock to the plaintiff at the price of \$1,500. . . .

At the trial, the plaintiff laid stress upon two representations as those which mainly affected his judgment in connection with the purchase of the share of stock in question and induced him to enter into the contract, and both of which, he says, were fraudulent and untrue to the knowledge of the defendant:—

(1) That the defendant stated that he had seen a signed and executed contract in which the Toronto Railway Company had agreed with the Henderson Roller Bearing Manufacturing Company to purchase bearings sufficient to equip thirty cars . . . and that the railway company were about to equip all their cars with the roller bearings.

(2) That the defendant had no interest in the share he was obtaining for or selling to the plaintiff, nor in the sale thereof to him.

His main reliance appears to have been placed upon the matter of the signed contract, because he says, in one place, "It was the contract that affected me."

The defendant is equally definite in his evidence that he did not say that he had seen a contract in writing. He also says that he did not talk to the plaintiff about whether he had or had not any interest in selling the share, and did not say that he had no interest in selling it.

At the trial of the action, evidence was tendered on behalf of the plaintiff to shew that similar representations were made by the defendant to persons other than the plaintiff, in connec-