

About the 30th January the plaintiff decided not to have anything to do with the patent, and Mr. Hill, no doubt with an eye upon the future, pretended that if the plaintiff did not go in he would not either. As a matter of fact the plaintiff was the last hope, there could be nothing done without him. The plaintiff was induced to reconsider his decision by Mr. Hill's offer to relieve him of the contract and give him back his money if he became dissatisfied. He does not seem to have realized that this was not quite the same as having the money in his pocket; but he was going in with "a Toronto man," a man with an amazing knowledge of lamps—acquired as the agent of Mr. Catts—a manifestly capable man, who was putting in \$5,000 himself, and willing to take up the other \$5,000 as well. Was he getting in "upon the ground floor," as he had stipulated? In the most explicit and positive way Hill assured the plaintiff that he was actually investing \$5,000 in money, just as the plaintiff was doing. Catts knew that the plaintiff was relying upon this.

I find that the defendants, acting in concert, falsely and fraudulently represented to the plaintiff that in the matter of this sale Catts was dealing with Hill exactly upon the same terms as he was dealing with the plaintiff, and that Hill was actually and in good faith paying Catts \$5,000 in money, just as the plaintiff was paying that sum, and the plaintiff accepted and relied upon these representations and but for them, although other representations had influence with him, would not have entered into the contract with the defendant Catts.

This is what happened. After this contract was executed the plaintiff and defendant Hill each deposited his cheque for \$5,000 with a solicitor to be handed to Catts on the 6th of February if everything was found to be all right at Ottawa. On the 6th Catts got the cheques, and cashed the plaintiff's cheque at the Traders Bank. Hill was in the Traders Bank, when Catts was there to get the money, Hill says for identification only and for only part of the time that Catts was there. Catts handed over the \$5,000 he got on plaintiff's cheque to Hill. Hill took this money to his own bank and deposited it there to meet his own cheque at about 2.45 p.m. for which he had made no provision until then—and before 3 o'clock p.m. Catts presented Hill's cheque, got it accepted, and later got it cashed at the King Edward and left for New York that night.