

forth the facts, and stated his conclusion as follows: "I cannot find that any of the alleged misrepresentations of fact have been proved. I have come to the conclusion that the plaintiff bought the property relying rather on the opinion and judgment of Lazier, whom he knew and regarded as a reliable and experienced friend, than on any of the alleged representations. I think any statements made by Lazier were honestly made and in substantial accordance with the facts." The plaintiff, in his testimony at the trial, did not assert that the defendant Farrow made any misrepresentations. Action dismissed with costs. D. J. Coffey, for the plaintiff. I. F. Hellmuth, K.C., and E. C. Cattnach, for the defendants.

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GIRARDOT v. CURRY—KELLY, J.—JULY 10.

*Executors—Action against, for Redemption—Oral Agreement with Testator—Evidence—Corroboration—Evidence Act, R.S.O. 1914 ch. 76, sec. 12—Trust—Mortgage—Sale under Power—Irregularities—Possession of Land—Limitations Act.]—*Action for redemption of two parcels of land, or, in the alternative, for damages against the defendants the executors of John Curry, deceased, for alleged wrongful acts in disposing of these properties. The defendants Woollatt and the Essex County Golf and Country Club Limited, subsequent to such disposal, became owners of parts of these properties, and the defendant club was in possession of a considerable part of the land in respect of which redemption was sought. Upon sale proceedings under mortgages made by the plaintiffs, John Curry became the purchaser of both parcels. The plaintiffs asserted that the sale proceedings were irregular; and, even if they had been regular, Curry was prohibited by his relations with the plaintiffs from becoming the purchaser; that his purchase was a breach of trust as regarded them; and that he held the two parcels in trust for them, subject to payment of advances made to the plaintiffs. Curry died in March, 1912. The plaintiffs assumed the burden of proving the oral agreement on which they relied, and were obliged to furnish corroboration, the claim being against the executors of a deceased person: Evidence Act, R.S.O. 1914 ch. 76, sec. 12. The action was tried without a jury at Sandwich. KELLY, J., read a judgment, in which he set forth the facts at length, and stated his conclusions as follows: (1) there was no sufficient corroboration of the evidence of the plaintiff Ernest Girardot as to the oral agreement set up by the plaintiffs; (2) the relation between the plaintiffs and the deceased was that of