

Scott v. Brown, [1892] 2 Q.B. 724, and *Gedge v. Royal Exchange*, [1900] 2 Q.B. 220, followed.

Cooper, K.C., and *Meighen*, for plaintiff. *H. A. Burbidge*, for defendants.

Full Court.]

[Oct. 23.

RE WOOD AND CITY OF WINNIPEG.

Municipality—By-law—Unreasonableness and discrimination in residential districts—Prohibition—Removal of prohibition in favour of individual owner—Acquiescence.

Appeal from decision of PRENDERGAST, J., noted ante, p. 279, dismissed on the ground that the by-law objected to was within the powers of the city council and was not unreasonable or discriminatory and that the city had obtained a substantial and sufficient consideration from Millman for the removal of the restriction as to his property.

The court declined to express any opinion as to whether or not the applicant was estopped by his acquiescence and delay from making his application.

Phillipps and Whittle, for applicant. *T. A. Hunt*, for city of Winnipeg.

Full Court.] LEWIS FURNITURE CO. v. CAMPBELL. Oct. 23.

Undue influence—Father and son—Fraudulent misrepresentations.

The defendant was induced to sign the promissory note for \$500 sued on as security for his father. He was only 22 years old and his account of what took place when he signed the note was that the plaintiffs' manager represented to him that a third party, who was liable for the debt along with the father, had offered to pay \$200 or \$250, and that with that and what they had in the warehouse there would not be very much for him to pay. The defendant's father was also present at the interview and importuned the son to come to his relief by signing the note, which he did very reluctantly and after refusing at first. The plaintiff's manager and his solicitor, who was also present, denied these statements at the trial in the court appealed from, but the judge entered a verdict for the defendant, thereby accepting his version of the facts. No evidence was given as to whether or not the third party referred to had actually made