

ERINDALE POWER CO. LIMITED v. INTERURBAN ELECTRIC CO.
LIMITED (No. 2)—MIDDLETON, J.—SEPT. 13.

Contract — Action for Cancellation — Failure of Proof — Costs.]—Action for a declaration that the contract referred to in the note of the case immediately preceding this is null and void and should be delivered up to be cancelled. The action was tried without a jury at Toronto. MIDDLETON, J., said that the action seemed to have been brought upon the theory that the agreement was of a far-reaching character and had some effect which it is now realised it has not. There is no foundation for the charges made against those who took part in its preparation; it embodies that which was always the arrangement between the two companies; and it should not be in any way interfered with. Action dismissed without costs. H. E. Rose, K.C., and J. L. Ross, for the plaintiff company. R. McKay, K.C., and D. Inglis Grant, for the defendants.