

The plaintiff's evidence shews that on or about the 24th October, 1906, the defendant and Alfred James McPherson came to the farm of the plaintiff, when the defendant informed him that he was organizing a syndicate to buy western land and had come to see if he would join it. The plaintiff was at the time unable to consider the proposition and the defendant requested him to come to Stratford the next day, and there see one Bennock about it. This the plaintiff did, and, when in Bennock's office, the defendant assured the plaintiff that he had been all over the land, that it was near Indian Head and just the same as land around Indian Head, which the defendant knew the plaintiff had seen; that it was first-class land, that it was good agricultural land and was good wheat land. In consequence of these representations, the plaintiff decided to go into the syndicate, signed the agreement of the 25th October, 1906, and gave his notes for the purchase money. Subsequently, by agreement of the 2nd November, 1906, the plaintiff exchanged his one-tenth interest in the lands for the said one-sixth interest in a portion thereof.

Turning now to McCallum's case, it appears that by agreement dated 2nd November, 1906, but not actually entered into until the 1st January, 1907, the said Alfred James McPherson agreed to sell to the plaintiff and his brother Duncan McCallum, and they agreed to buy from McPherson a one-sixth interest in 7,808 acres, part of the said area of 14,488.18 acres, for the sum of \$6,181.33, to be paid by the vendor, and to the payment of the further sum of one-sixth of \$42,944 (the amount of the prior lien on the said 7,808 acres), namely, \$7,157.33, making the total cost to the said Duncan and George McCallum the sum of \$13,338.66. Duncan McCallum joined in the agreement merely to accommodate his brother, the plaintiff, in case the latter should find himself unable alone to carry it out. The plaintiff, however, did not find it necessary to call on Duncan for assistance, and the latter transferred his interest in the land to the plaintiff, and I, therefore, think that for the purposes of this action, the plaintiff is entitled to be considered as the sole purchaser in equity of the said one-sixth interest last mentioned, and as such is entitled in his own name to maintain his action against the defendant.

The evidence of the plaintiff, George McCallum, is to the following effect; the defendant met him at the market-place