

HIGH COURT DIVISION.

LATCHFORD, J.

NOVEMBER 27TH, 1918

GLEN EDEN SECURITIES LIMITED v. McKENZIE.

*Fraud and Misrepresentation—Exchange of Properties—Evidence—Conflict—Failure to Prove Misrepresentations Inducing Contract.*

Action against William T. McKenzie and the Guardian Trust Company Limited.

By the statement of claim it was alleged that the plaintiff company was the owner of certain lands in the city of Toronto, and the defendant McKenzie was the owner of certain lands in the Province of Saskatchewan; that on the 22nd June, 1916, the defendant McKenzie, by fraudulent misrepresentations made to the plaintiff as to the situation of the Saskatchewan lands, induced the plaintiff company to convey to him (McKenzie) the lands in Toronto, in consideration of McKenzie transferring the lands in Saskatchewan to the plaintiff company; that, immediately upon the exchange being completed, McKenzie conveyed the Toronto lands to his co-defendant and trustee, the Guardian Trust Company Limited; and that the plaintiff company was ready and willing to convey to the defendants, or either of them, the Saskatchewan lands. And the plaintiff company asked to have its conveyance of the Toronto lands to McKenzie and McKenzie's conveyance to the company set aside.

The action was tried without a jury at Toronto.

J. W. Curry, K.C., for the plaintiff company.

J. Y. Murdoch, for the defendants.

LATCHFORD, J., delivering judgment at the conclusion of the hearing, said that a certain Dr. Young owned nearly all the shares of the capital stock of the plaintiff company, and that the transaction in question in the action was with him as representing the company.

The defendant the Guardian Trust Company Limited was really the owner of the Saskatchewan lands.

The parties were at variance regarding the terms upon which the transaction was carried out.

It was asserted on behalf of the plaintiff company that it was on the basis of a certain letter, dated the 20th May, 1916, that the contract was made.