

to understand. The interview spoken of by Delorme took place on the 26th September. That date was subsequent to the date of the deed to the plaintiff, but it was prior to the delivery of the deed, and prior to the delivery of the mortgage to the defendant. Delorme is a son-in-law of the plaintiff, but he appeared to be a fair and truthful witness, and it is clear to me that the defendant then represented that the drainage taxes were only \$100 a year, and were for only 3 years. This representation was not true in fact. I am clearly of opinion that the defendant knew, when he made the representation as alleged, that this representation was not true. He must have known that the drainage taxes were more than \$100 a year, and for a longer period than 3 years. The defendant had the means of knowing all about these drainage taxes. His land was being assessed under by-laws regularly passed; and, the statement of the defendant being made as a statement on which the plaintiff had a right to rely, and did rely, it must be held, at least, that the defendant made the statement recklessly, not caring whether it was true or false—and so it was fraudulently made.

As to damages. The proper measure of damages is the difference between the value of the farm at the time of the purchase, taking the farm charged with the drainage tax, and its value if charged only to the extent of \$100 a year for 3 years. The plaintiff bought supposing it to be charged for only \$100 a year for 3 years. The price paid was \$3,500—that amount was fixed between the parties.

Counsel for the defendant contended that, as the land was improved and would year by year increase in productiveness by reason of the drainage work, that should be taken into consideration in reduction of damages. I am not of that opinion. The plaintiff had a right to the land as it was, and as it would be in the natural course, and charged only to the extent represented by the defendant. It appears that the Province of Ontario came to the relief of land-owners, including the owner of the land in question, and made a grant to compensate in part. The Government may again make a grant—that need not be considered by me. The plaintiff consents that, if such is made by either the Province of Ontario or the municipality, the defendant must get the benefit of it.

I am assisted in ascertaining the amount of the damages by finding the present value of the excess payments over the \$300 for the three years, and by finding the present value of all the drainage taxes existing at the time of the purchase and payable