

the two cases be heard together, or at all events at the same sittings of the Court, not only for the purpose of saving expense, time, and inconvenience, but also to avoid inconsistent judgments which might be the result, and possibly—owing to different evidence at the different trials—the necessary result, of such a severance of the trials. And so it was part of the arrangement for delay, agreeable to all parties, that the two cases should be tried here to-day, and they have come on for trial accordingly; but neither counsel for the parties Bailey and Hehl, nor either of them in person, is present; nor is any satisfactory reason for their absence given.

In these unsatisfactory circumstances—attributable perhaps to some unlooked for indisposition—after some delay for the purpose of enabling those who represent the other parties to communicate with those who represent the absent parties, and those present being unwilling that the cases should go over until the next sittings of the Court here, the trial of the first-mentioned case proceeded, and is now concluded, *ex parte*; and I must now determine it, regardless of the fact that there may be an application for a new trial, and a new and full trial of it.

The land in question became suddenly property of highly speculative value, owing to the possibility of the establishment of a large manufacturing industry near it; and land agents of all sorts began to hover about it; the first two to alight procured, in about 15 minutes, they say, from the owner of the land in question—William Neil, one of the defendants in the second of the before-mentioned two actions—an agreement to sell it to them: Neil's wife was also applied to, but refused to enter into the agreement. These land agents were not able to pay for, and never had any intention to buy, the land, but took that which they called, and is usually called, "an option," with a view to selling their rights under it at a profit. Soon after, another land agent appeared on the scene, and, on the misrepresentation that the "option" already given was "no good," because not signed by the owner's wife, procured for himself another option signed by the wife, as well as the owner, at an increase of \$500 in the price. The third to approach the owner and his wife were the land agents Bailey and Hehl, parties to both actions: they were told of the second option, and that they would be notified in case it was not taken up. It was not, but was allowed to elapse; they were sent for, and came, and entered into the third agreement or "option," which was given by both the owner and his wife. The owner and a witness, James