

Full Court.]

MEY v. SIMPSON.

[June 8.]

Misrepresentation as to quality of land sold—Action of deceit—Representations not amounting to warranty.

The plaintiff complained that he had been induced by false representations made by the defendant as to the quality of a number of parcels of wild land to accept them as cash at \$9 per acre as part payment of property sold and conveyed by him to the defendant. The defendant had never seen any of the lands and did not state that he had; but he had stated to the plaintiff's agent that they were a fairly good lot of lands. There was some evidence that he had said they were all good farming lands, but the majority of the Court of Appeal considered that this was not sufficiently established.

Held, affirming the judgment of CAMERON, J., that the defendant had not been guilty of any fraudulent misrepresentation as to the quality of the lands, but had at most given an exaggerated opinion as to their quality, and, although it turned out that a large portion of them was not good enough land for farming purposes, the plaintiff could not recover. *De Lassalle v. Guildford* (1901) 2 K.B. 221 followed.

Phillips and Whitla, for plaintiff. *Burbidge*, for defendant.

Full Court.]

LOCATORS v. CLOUGH.

[June 8.]

Commission on sale of land—Sale by principal to purchaser who conceals part taken by agent.

The defendant listed the property in question with the plaintiffs, real estate agents, and agreed to pay a commission on any sale effected directly or indirectly by the plaintiffs and approved by him, and he also agreed to notify them immediately if he made a sale himself. Shortly thereafter the plaintiffs suggested to one Forrest, the purchase of the property. Forrest then opened negotiations with the defendant for its purchase. Forrest concealed from the defendant the fact that the plaintiffs had suggested the purchase to him and, as an inducement to the defendant to modify his terms, represented that a sale to him would not involve the payment of any commission. Believing this, the defendant closed the sale to Forrest on terms less favourable to himself than those stated in his contract with the