

At the conclusion of the argument, the judgment of the Court was delivered by MULLOCK, C.J.:—The affidavits shew that the notes made by the defendant are overdue and unpaid; that many demands for payment have been made, but none complied with. The defendant has been selling goods without replacing them or accounting for the proceeds. Nor has the defendant insured the goods or paid his rent or taxes. Admittedly he has no defence to this action, and he is insolvent.

We think the case comes within the authorities under Con. Rule 608 shewing that injury and injustice would result to the plaintiffs unless they are granted immediate relief. There are special circumstances entitling the plaintiffs to the application of the Rule; and we think the appeal should be dismissed with costs.

---

MAY 14TH, 1913.

FARAH v. CAPITAL MANUFACTURING CO.

*Fraud and Misrepresentation—Sale of Shares—Agreement—Lease—Rescission—Return of Moneys Paid.*

Appeal by the defendants from the judgment of KELLY, J., ante 680.

The appeal was heard by MULLOCK, C.J.Ex., CLUTE, RIDDELL, SUTHERLAND, and LEITCH, JJ.

J. T. White, for the defendants.

W. L. Scott, for the plaintiffs.

THE COURT dismissed the appeal with costs.

---

MAY 15TH, 1913.

CLEVELAND v. GRAND TRUNK R.W. CO.

*Contract—Servant of Railway Company—Promise of Foreman to Add Crop of Hay to Wages—Authority of Foreman—Breach—Evidence—Nonsuit—Interest in Land.*

Appeal by the plaintiff from the judgment of the Judge of the County Court of the County of Hastings, withdrawing the case from the jury and dismissing the action, which was brought