

The appeal was heard by MULOCK, C.J.Ex., CLUTE, RIDDELL, SUTHERLAND, and KELLY, JJ.

F. D. Davis, for the appellant.

A. R. Bartlet, for the plaintiffs, respondents.

THE COURT dismissed the appeal with costs.

HIGH COURT DIVISION.

FALCONBRIDGE, C.J.K.B.

SEPTEMBER 17TH, 1918.

WHITE v. BELLEPERCHE.

*Fraud and Misrepresentation—Agreements to Purchase Land—
Action by Purchasers for Rescission—Laches and Acquiescence
—Dismissal of Action—Costs.*

Action for the rescission of certain agreements for the sale by the defendants and purchase by the plaintiffs of lots of land in the township of Sandwich West, the plaintiffs alleging that they were induced to enter into the agreements by the false and fraudulent representations of the defendants or their agents

The action was tried without a jury at Sandwich and Toronto.

T. Mercer Morton, for the plaintiffs.

J. H. Rodd, for the defendants.

FALCONBRIDGE, C.J.K.B., in a written judgment, said that the first false representation alleged was, that the plan of subdivision upon which the lots in question were shewn, which was laid before the plaintiffs, did not represent the physical condition of the subdivision. This related to the width and condition of Vine street, which runs along the north side of the subdivision; this complaint was met by the judgment of a Divisional Court in *Fox v. Belleperche* (1917), 12 O.W.N. 275.

The other false representation was, that arrangements had been made for the opening and grading of Vine street and of Josephine avenue, a street which ran through the subdivision, and for the laying of water-mains and sidewalks along these streets; it was said that the work was to be done as soon as the weather permitted, and not later than the spring of 1913. Three of the agreements, those with the plaintiffs White, Eddington, and Rogers,