

to perfect fairness and good faith is, moreover, not confined to persons who actually are partners. It extends to persons negotiating for a partnership but between whom no partnership as yet exists."

And in *Beckman v. Wallace* (1913), 29 O.L.R. 96, it is held that, if there be a fraudulent misrepresentation as to any part of that which induces a party to enter into a contract, the party may repudiate the contract.

I allow the defendant to amend his statement of defence by adding thereto the paragraphs 3a, 3b, and 3c, in the notice to amend served on the 23rd May; and I find that the defendant has proved all these.

I accept also his statement that the plaintiffs falsely and fraudulently represented that they had reduced their indebtedness to \$200, that they had in the last six months of 1911 and all 1912 made a profit of \$5,600, and that their profit on the goods they manufactured was 50 per cent.

I consider the defendant's inexperience and want of business capacity to be sufficient explanation and excuse for his not having sooner repudiated the contract.

The action will be dismissed with costs. Judgment for the defendant on his counterclaim with costs, for \$22.52 wages, and for delivery up of the other two notes to the defendant, or, if they have endorsed over or otherwise transferred the same, that the plaintiffs be ordered to indemnify the defendant therefrom.

FALCONBRIDGE, C.J.K.B.

AUGUST 14TH, 1914.

HUNT v. EMERSON.

Principal and Agent—Agent's Commission on Sale of Land—Agreement—Evidence—Failure of Claim for Commission—Costs.

Action by a broker for commission on the sale of land, tried without a jury at London.

G. Lynch-Staunton, K.C., and E. W. Scatcherd, for the plaintiff.

Sir George Gibbons, K.C., and G. S. Gibbons, for the defendant.