

1875.


 Ross
v.
Scott.

dence would warrant its being placed on even a higher ground: that the plaintiff discharged an agent whom he had employed, relying upon the defendant's promise to purchase for him. The defendant says he asked the plaintiff "If he was going to have an agent to bid for him at the sale, and he said yes, he was going to have *Bruce*. *Bruce* was not at the sale," and the plaintiff says he told the defendant that he would get *Bruce* to bid in for him, and the defendant said, "We will bid in for you; we will find the money." He could have arranged with half-a-dozen other parties to do this business for him, if he had not arranged with the defendant.

And when, by conduct or representation, the defendant induced the plaintiff to abandon measures he had taken to protect himself, or to omit to take such measures, the position of the plaintiff is so changed as to render it inequitable to permit the defendant to go back from his promise; and I cannot make any intelligible distinction between a promise which induces a person to do some act changing his position, and one which induces him not to do an act, reliance on the promise in both cases resulting in damage.

Judgment.

In *Heard v. Pilley* (a), *Selwyn*, L. J., says:—"I cannot at all accede to the argument that when the agent goes to the principal and says, 'I will go and buy an estate for you,' it is not a fraudulent act on his part afterwards to buy the estate for himself and to deny the agency." And all the cases cited of circumstances sufficient for admission of parol evidence proceed upon a similar principle: that the position of one of the parties was changed in reliance on the promise of the other. The plaintiff had a present interest in the property, and it was of the utmost importance to him to prevent that interest from being sacrificed. It is not

(a) L. R. 4 Chy. 552.