

the plaintiffs for the defendant to sell his farm I would probably come to the conclusion that it was not to become an enforceable contract until Wm. Parker signed it. That has not been done; but my decision is not based upon this nor upon the argument as to the non-assignability of an option. (*Harrison v. Robertson*, 21 S. C. R. 402), important as these objections may be. I give judgment for the defendant upon the broad ground that the plaintiffs are not entitled to any assistance from the Court, because the so-called contract was induced by fraudulent misrepresentations of the plaintiffs and their agent, knowingly made to the defendant and in pursuance of a fraudulent scheme. I find that the representations were material and were ignorantly accepted and acted upon by the defendant as true.

It is true that the plaintiff Page did not appear in the matter—he had good reasons for not doing so—and both he and his solicitor, Mr. Healey, studiously avoided disclosing to the defendant that Page had already an assignment of Robinette's interest in the syndicate agreement.

Adhelme Jaques is described in the statement of claim as a gentleman residing in the township of Sandwich West, and so within easy reach of the Court house; yet although flagrant dishonesty on the part of this plaintiff in obtaining the contract was charged, both in the pleadings and in the evidence at the trial, he did not go into the witness-box to explain or deny. The other visible actor in the transaction was Mr. Healey, the confidential friend and business associate of the defendant; and it is to be regretted that he allowed himself to become solicitor or agent of the plaintiff Page in a transaction which he knew was not what it appeared to be, and this without divulging his change of attitude to the defendant.

Page did not give evidence either, but that is perhaps not significant. I am satisfied that the defendant's evidence is substantially true; and I feel compelled to give credit to it where it conflicts with the evidence of Mr. Healey. All the main statements of fact in paragraphs 4, 5, 6 and 7 of the statement of defence are, in my opinion, well borne out by the evidence at the trial.

The defendant counterclaims, and claims to retain the \$200 deposit as damages. If the conclusions I have reached are well founded, the plaintiffs ought not to have the assistance of the Court to get back their money. I think, too, that the defendant, by the delay, the tying up of his prop-