

ment accordingly with costs on the County Court scale, without set-off. J. F. Gross, for the plaintiff. D. B. White, for the defendant.

WILLIS V. HARRISON—BRITTON, J.—JUNE 1.

Landlord and Tenant—Lease—Reformation—Action to Set aside Lease for Misrepresentations by Lessor—Failure to Prove Misrepresentations—Costs.]—Action to set aside a lease of land made by the defendant to the plaintiff for 5 years at a rental of \$250 yearly, on the ground of fraudulent misrepresentation by the defendant as to the land and its quality and fitness for a market-garden. The plaintiff accepted the lease and went into possession, after which he discovered, as he said, that the representations made to him were false. The plaintiff also claimed reformation of the lease. The action was tried without a jury at Toronto. BRITTON, J., in a written judgment, said that upon examination for discovery the defendant admitted that there was an error in not inserting in the lease a clause permitting the plaintiff, at the expiration or other determination of the lease, to remove fixtures and buildings placed upon the land by the plaintiff; and the lease must, therefore, be reformed in this particular. Upon the other branch of the case, the learned Judge finds that the representations made by the defendant were substantially true; and, if any statement was false in fact, it was not known by the defendant to be so. Judgment for the plaintiff against the defendant for the reformation of the lease by inserting a clause as above; the plaintiff's costs of the action up to and inclusive of the examination of the defendant for discovery to be paid by the defendant. As to the plaintiff's other claims, action dismissed with costs subsequent to the examination for discovery, to be paid by the plaintiff to the defendant. J. P. MacGregor, for the plaintiff. S. H. Bradford, K.C., for the defendant.

CORRECTION.

In CAMPBELL V. HEDLEY, ante 215, it is stated at the end of p. 216, that written reasons are to be given later by MEREDITH, C.J.C.P. This is a mistake. The only written reasons are those of LENNOX, J. The other members of the Court agree that the appeal shall be dismissed.