

and to retain any sum or sums paid under the agreement, for rescission of the agreement and for possession.

J. D. Bissett, for the plaintiffs.

No one appeared for the defendants.

HON. MR. JUSTICE RIDDELL:—Usual judgment may go for rescission and forfeit of deposit of any payments on account, with costs.

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HON. MR. JUSTICE LENNOX.

OCTOBER 5TH, 1912.

WALKER v. MAXWELL.

4 O. W. N. 95.

*Vendor and Purchaser — Contract for Sale of Land — Rescission — Return of Promissory Notes — Conditions of Sale — Conditions not as Represented.*

Action for rescission of a contract to purchase certain land in Saskatchewan, the return of moneys paid with interest and the delivery up of a certain promissory note given in pursuance of the contract. The contract was made subject to certain written conditions that the land was "good farm land, clay loam, slightly rolling and located close to Grand Trunk Pacific Rw., otherwise contracts to be refunded together with cash paid."

LENNOX, J., *held*, that the contract was strictly a conditional one and that none of the conditions were as represented and that plaintiff was entitled to rescind.

Judgment for plaintiff with costs.

Action for the rescission or cancellation of a conditional contract entered into by plaintiff for the purchase from defendants of 320 acres of land, in Saskatchewan, the delivery up of a promissory note given, the repayment of money paid in connection with this contract, and for damages, tried at Owen Sound on 18th June last.

H. W. Wright and J. A. Horning, for the plaintiff.

I. B. Lucas, K.C., for the defendant White.

McEwan, for the defendant Robertson.

A. G. McKay and H. G. Tucker, for the defendants Maxwell and Smith.

HON. MR. JUSTICE LENNOX:—From the way in which the negotiations opened, the wording of the application, the form of the final agreement, and statements incidentally made dur-