

damages at the amount paid out. Instead of that, however, they exercised their privilege of making a new contract directing the company to retain, as part of the purchase money thereunder the \$5,000 previously paid for the option. The plaintiffs, having thus received back the only money from which they were parted by the alleged misrepresentation, cannot further recover by way of damages.

It being admitted, further, that the plaintiffs suffered no loss by means of this purchase, but made a substantial profit by the resale of the lands, they could recover no damages for having been induced to enter into the contract.

*McConnell v. Wright* (1903), 1 Ch., at p. 554; *Peck v. Derry*, 37 Ch.D., at p. 541; *Smith v. Bolles*, 132 U.S.R. 125, and *Sigafus v. Porter*, 179 U.S.R. 116, followed.

*J. Campbell, K.C.*, and *Wilson*, for plaintiffs. *Robson and Johnson*, for defendants.

#### KING'S BENCH.

Mathers, J.] PONTON v. CITY OF WINNIPEG. [Oct. 18, 1907.

*Municipality—By-law or resolution of—Contract of municipality requires by-law—Estoppel by conduct—Real Property Act, R.S.M. 1902, c. 148—Winnipeg charter, 1902, c. 77, s. 387—Meaning of expression "sufficient evidence" in a statute.*

Certain lands of the plaintiff having been sold to the City of Winnipeg for arrears of taxes, the city under the provisions of R.S.M. 1902, c. 117, s. 203, et seq., applied for, and, on April 7, 1902, procured certificates of title under the Real Property Act for the lands. Pursuant to an amendment of the city charter passed in 1903, the City Council on 14th December, 1903, adopted a resolution that all the lots in question be conveyed to the plaintiff on payment of all costs, interest, and taxes to date. The council afterwards, on April 18, 1904, rescinded the resolution; but, two days prior to such rescission, the plaintiff tendered to the City Treasurer the amount specified in the resolution and demanded a conveyance.

*Held*, that the corporation could not bind itself by resolu-