

taken by the defendant as part of the assets of the insolvent company. The plaintiffs regularly supplied the insolvent company with potash, but they asserted that the potash in question was not sold to that company. The potash in question was sold pending the litigation under an order of the Court, and the proceeds were paid into Court to abide the result of the action. The trial was before SUTHERLAND, J., without a jury, at Kingston. In a written judgment, the learned Judge set forth the facts of the case and his findings thereon. The potash which gave rise to the contest was stored in the insolvent company's warehouse at Deseronto. The learned Judge's conclusion was, that the delivery and storing of the potash at Deseronto was for the convenience of the plaintiffs as to insurance and freight; and that the ownership of such part of the potash as was not taken out by the insolvent company from the amount on hand remained the property of the plaintiffs; and was, at the time of the assignment, their property as against the claim of the defendant. Judgment for the plaintiffs for the sum of money in Court, with costs. The defendant should have his costs out of the insolvent company's assets. A. B. Cunningham, for the plaintiffs. J. A. McEvoy, for the defendant.

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WAKE V. SMITH—FALCONBRIDGE, C.J.K.B.—OCT. 21.

*Fraud and Misrepresentation—Exchange of Lands—Damages.*  
—Action for damages for false representations whereby the plaintiff was induced to exchange his farm for the defendants' farm. The representations alleged were in regard to the defendants' farm. The action was tried without a jury at Woodstock. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the defendants were admittedly liable for a deficiency in acreage. Adopting the acreage estimated by the witness Farncombe, a surveyor, the learned Chief Justice put the deficiency at  $26\frac{1}{10}$  acres and at \$50 an acre, making \$1,305. The evidence (he continued) was overwhelming, and he found, that the defendant George Smith (whose position as agent of his wife was admitted) represented that there was \$1,500 to \$2,000 worth of standing timber, whereas \$500 was the outside value of it either as timber or wood. And this George Smith knew when he made the representations. The damages on this head should be assessed at \$1,000. The same remarks applied to the general representation that the farm was well kept up and in good condition; and for this \$500 was allowed. As regards other representations, the plaintiff had