

KENNER v. PROCTOR—LENNOX, J.—DEC. 18.

*Fraud and Misrepresentation—Contract for Purchase of Interest in Land—Misrepresentations of Vendor's Agent—Action of Deceit Brought against Agent—Evidence—Findings of Fact of Trial Judge.*]—Action for damages for fraud and misrepresentation in the sale to the plaintiff of a one-tenth interest in land by the defendant as agent for the vendor. The learned Judge said that the plaintiff was bound to make out a clear case. It must appear that he was induced to enter into the contract by false and fraudulent representations of the defendant, knowingly made or made with a reckless disregard as to whether they were true or false. The learned Judge was not satisfied that the evidence shewed conclusively that the defendant did not honestly believe that the statements he made to the plaintiff were true. Discussing the question whether the contract was brought about by the representations complained of, the learned Judge said that he was inclined to believe that the plaintiff was more influenced by his communications with other persons than by anything said by the defendant. Action dismissed without costs. R. McKay, K.C., and R. T. Harding, for the plaintiff. R. S. Robertson, for the defendant.

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MEXICAN NORTHERN POWER CO. v. PEARSON—HOLMESTED, SENIOR REGISTRAR—DEC. 19.

*Particulars—Statement of Claim—Former Order for Particulars not Complied with—Ability to Furnish Particulars—Discovery—True Function of Particulars—Penalty for Default in Delivery—Costs.*]—The plaintiffs claimed damages for breach of a contract to design and construct a hydro-electric power plant on the Conchos river, in Mexico. In the original statement of claim, paragraph 6, the plaintiffs set forth, in various clauses, *a to v* inclusive, particulars of the defendants' alleged failure and neglect. In July, 1913, the defendants demanded particulars; and on the 10th October, 1913, an order was made by FALCONBRIDGE, C.J.K.B., requiring the plaintiffs to furnish better particulars of paragraphs 6 and 9. The plaintiffs thereupon delivered an amended statement of claim, purporting to comply with the order; and the defendants now moved for better particulars of some of the matters included in paragraph 6 of the