

Counsel for the defendants contended that the plaintiff, having lost nothing, had sustained no damage and could not recover.

Held, following *Steele v. Pritchard*, ante, p. 258, that the deceived party was entitled to be placed in the same position, so far as damages could do it, as he would have been in if the representations on which he had acted had been true, or, in other words, a man who makes a false representation, intending another to act on it, is bound to make that representation good if the other does act upon it, and that in this case the plaintiff was entitled to recover as damages the difference between the profits which the defendants represented to the plaintiff that he might reasonably expect to make and the profits which he actually did make, making due allowances for differences in management and other circumstances. Verdict for plaintiff for \$1,500 and costs.

Hagel, K.C., and *Manahan*, for plaintiff. *A. B. Hudson*, and *A. V. Hudson*, for defendants.

Province of British Columbia.

SUPREME COURT.

Hunter, C.J.]

[April 9.]

CHANG SHEE HO CHONG v. CULLEY.

Endorsement on writ—Statement of claim setting up different cause of action—Directions—Discretion.

The endorsement on the writ asked for the delivery up and cancellation of a certain document, dated the 24th of April, 1906. The statement of claim, when delivered, shewed in effect that the document sought to be declared void was dated Sept. 20, 1906, and was of a different purport.

Held, on an application to strike out the statement of claim as going beyond the endorsement on the writ, that the endorsement was defective and erroneous, but that it might be amended and re-delivered on payment of costs.

Pugh, for plaintiff. *Woodworth*, for defendant.

Irving, J.]

REX v. BRIDGES.

[April 30.]

Summary conviction—Habeas corpus—Canada Shipping Act, R. S.B.C. c. 113, s. 287—Disclosure of offence in warrant of commitment.

It is essential in a conviction to state that the act charged was