

after shortly stating the facts in a written opinion, said that the plaintiff may not have intended to perpetrate a fraud upon the defendant, but he made statements, upon which the defendant relied, and upon which the plaintiff intended that the defendant should rely, that were not true in fact; and so the plaintiff was not entitled to have specific performance, which was in effect what he sought. What the plaintiff did amounted to legal fraud. Action dismissed with costs. Judgment for the defendant setting aside the agreement. H. E. Choppin, for the plaintiff. F. Arnoldi, K.C., for the defendant.

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