

CORP V. SCHLEMMER—LENNOX, J.—MARCH 16.

Fraud and Misrepresentation—Procuring Execution of Agreements and Payment of Money—Failure of Consideration—Recovery of Money Paid—Joinder of Parties—Two Plaintiffs Claiming Moneys Paid by each Separately.]—Action for a declaration that certain agreements entered into by the plaintiffs at the instance of the defendants were fraudulent and void and for repayment of moneys paid by the plaintiffs. The action was tried without a jury at Woodstock. LENNOX, J., in a written judgment, said that the plaintiffs had each paid \$638.80; and, in addition to this, each alleged that he had paid \$231.45. The execution of the agreements by the plaintiffs was obtained in pursuance of a dishonest scheme and by misrepresentation of their meaning and effect. In any case, the consideration had wholly failed. The defendants were not in a position to perform their part of the agreements, and had not suggested doing so. They denied and repudiated their agreements. The plaintiffs were entitled to recover the amounts actually paid to the defendants, with interest at 7 per cent. The form of the action had not been objected to, and the joinder of the two claims in one action had lessened the expense. The evidence of the plaintiffs as to the payment by each of an additional sum of \$231.45 was not satisfactory—it was not certain that it related to the agreements in question. There should be judgment for the plaintiffs for \$1,277.60, with interest, as stated, and with costs of the action. R. N. Ball, for the plaintiffs. R. S. Robertson, for the defendants.

STEINHOFF V. WILSON—SUTHERLAND, J.—MARCH 18.

Trusts and Trustees—Agreement to Hold Company-shares as Security for Payment of Annuity—Breach of Trust—Delivery up of Shares to Another—Accounting—Payment of Value of Shares—Findings of Trial Judge.]—Action for a declaration that the defendant had become a trustee for the plaintiff of 112 shares of fully paid common and 50 shares of fully paid preferred stock of the Dominion Glass Company, and for an accounting, delivery of the stock, or payment of its value, etc. The action was tried without a jury at Chatham. SUTHERLAND, J., in a written judgment, set out the facts at length, and found that the sale by the plaintiff to the defendant of 10 shares of the stock of the Sydenham Glass Company, when the Dominion Glass Company was buying up the stock of the Sydenham Glass Company, was subject to the term, condition, and guarantee, on the part of the defendant, that the plaintiff was to receive an annuity of \$2,000 per annum