

## BELL v. SMITH—LENNOX, J.—MARCH 3.

*Partnership—Purchase of Farm by Syndicate—Profits Received by two Members—Concealment and Misrepresentation—Lien—Sale of Property—Dissolution of Partnership—Account—Parties—Costs—Forfeiture.*]—This action was brought by S. H. Arundel Bell, the plaintiff in the action of Bell v. Coleridge (1913-14), 5 O.W.N. 655, 6 O.W.N. 200, against John A. Smith, who was not a defendant in that action, and John G. Coleridge and Michael Nugent, for a dissolution of the partnership existing between the parties in respect of a purchase of land, and for other relief. Lennox, J., tried the present action without a jury at Sandwich, and reserved judgment. He now disposes of the case in a written opinion in which he refers to the evidence and to the conclusions in the former action, and finds that the defendants Smith and Coleridge induced the plaintiff to believe that the Pratt farm was being purchased through the agency of Coleridge at \$450 an acre, and by this means induced the plaintiff to complete the purchase thereof and enter into partnership with them; that, by this means and by intentional concealment and by misrepresentation of what was really being done, they obtained from the plaintiff \$3,750 more than they were entitled to or than the plaintiff should have been asked to pay, and they are jointly liable to the plaintiff for this sum, with interest from the 21st May, 1913. In addition to other remedies, the plaintiff will have a lien upon the Pratt farm and the interest of the defendants Smith and Coleridge in it for the \$3,750 and interest. By the partnership agreement, the defendants Smith and Coleridge were to pay the instalments of \$2,500 falling due on the 1st August, 1913, and \$7,500 on the 1st May, 1914. They are in default as to both these payments, and there will be judgment directing them to pay these sums with interest on each from the day on which it should have been paid into Court to the credit of this action; and, in default, judgment for dissolution of the partnership, a sale of the property, the taking of the accounts, and with the other provisions usual in a judgment in a partnership action. The plaintiff's costs of the former action, including the costs of the appeal therein to the Appellate Division, are to be recoverable out of the partnership assets as against the defendants Smith and Coleridge, upon the taking of the partnership accounts, if there is a dissolution; and, if not, or if there is a deficiency of assets, the plaintiff will have judgment against the defendants for two-fifths of that sum. Half of the final payment for the farm is to be borne by