

for \$952. The learned Judge construes this to be not an absolute but a conditional contract, conditional and partly executed, and to take effect only if, upon inspection, the land turned out to be as represented. The plaintiff made his inspection promptly, and at once refused to take the property. The learned Judge finds as a fact that none of the representations contained in the writing quoted were true. Judgment for the plaintiff for the relief claimed (except damages) with costs. W. H. Wright and J. A. Horning, for the plaintiff. I. B. Lucas, K.C., for the defendant White. McEwan, for the defendant Robertson. A. G. MacKay, K.C., and H. G. Tucker, for the defendants Maxwell and Smith.
