

PAGE AND JAQUES V. CLARK—LENNOX, J.—OCT. 13.

Fraud and Misrepresentation—Sale of Farm — Fraud and Conspiracy of Purchasers—Void Agreement—Cancellation—Refusal of Specific Performance—Forfeiture of Deposit—Counterclaim—Damages.]—Action for specific performance of an alleged contract by the defendant to sell his farm to the plaintiffs, or for damages. The learned Judge gives judgment for the defendant, upon the broad ground that the plaintiffs are not entitled to any assistance from the Court, because the so-called contract was induced by fraudulent misrepresentations of the plaintiffs and their agent, knowingly made to the defendant, and in pursuance of a fraudulent scheme; these representations were material, and were ignorantly accepted and acted upon by the defendant as true.—The defendant counterclaimed, and claimed to retain as damages the \$200 deposit paid to him by the plaintiffs. The learned Judge finds that the defendant, by the delay, the tying up of his property, and the disorganisation of his plans, has sustained actual damage to the extent of \$200 or more. Judgment dismissing the action with costs, declaring the agreement sued on to be fraudulent and void, setting it aside and vacating the registration thereof, and directing that it be delivered up to be cancelled, and declaring that the \$200 deposit is forfeited to the defendant as damages. Reference to Beckman v. Wallace, 29 O.L.R. 96. E. D. Armour, K.C., and A. R. Bartlet, for the plaintiffs. E. S. Wigle, K.C., for the defendant.

CLARK V. ROBINET AND HEALEY—LENNOX, J.—OCT. 13.

Charge on Land — Agreement — Duration — Payment of Claims—Discharge of Land—Payment into Court—Costs.]—Action for a declaration that the plaintiff's farm is free from any claim or claims by the defendants or either of them, under what was called "the syndicate agreement" or otherwise. No time was fixed for the duration of the agreement, which was made in September, 1909. The learned Judge, for reasons briefly stated in writing, was of opinion that, upon payment of \$451, being the aggregate of the claims of the defendants, the plaintiff was entitled to the relief which he asked and to the costs of this action. The money had been duly tendered to the defendants. Judgment to be entered as follows. The plaintiff's