

been procured by false representation on the part of the defendant. Plaintiff's statement of claim did not ask to have the agreement cancelled.

The County Court judge entered a verdict for plaintiff for the amount claimed, but did not order the cancellation of the contract.

*Held*, on appeal to this Court, that, without a rescission of the contract, there could be no recovery of the amounts paid under it.

*Held*, also, that the County Court has no jurisdiction to cancel contracts on the ground of fraud, and that s. 61, sub-s. (6), of R.S.M. 1902, c. 38, which confers equitable jurisdiction when the subject of the action is "an equitable claim and demand of debt, account or breach of contract, or covenant or money demand, whether payable in money or otherwise," does not apply in a case like the present.

*Burbidge*, for appellant. *Richards*, for respondent.

---

Full Court.] THORNTON v. JONES. [Nov. 25, 1907.

*Commission on sale of land—Exchange of land—Appeal from findings of fact by trial judge.*

The plaintiffs were real estate agents and sued for commission on an exchange of lands between the separate defendants which the plaintiffs alleged had been effected through their instrumentality. The trial judge dismissed both actions but the Court of Appeal reversed his finding of facts and held that the evidence shewed that the defendants, who had separately listed the respective properties with the plaintiffs for sale, had been brought together at the plaintiff's office and that the exchange had resulted from that introduction, and that the plaintiffs were entitled to half the usual commission and all costs.

*Hoskin*, and *Hanneson*, for plaintiffs. *Wilton*, and *McMurray*, for defendants.

---

Full Court.] ROSEN v. LINDSAY. [Nov. 25, 1907.

*Action of deceit—Damages—Liability to make representation good.*

Judgment of Mathers, J., noted vol. 43, p. 421, reversed with cost: on the ground that, as the plaintiff had sustained no actual