

Contract—Return of Money Paid—Damages.] — Action for breach by the defendants of their agreement to build and fully equip a sand barge or scow for the plaintiffs for use in transporting sand and gravel from points on the river Thames to Chatham, and for other purposes, for the price of \$7,000. The agreement was not in writing. The two principal points in dispute were as to the time the scow would be ready for delivery and as to the speed it would be able to make. The plaintiffs claimed a return of the money paid on account of the price, and damages. The defendants counterclaimed the balance of the price. The action and counterclaim were tried with a jury at Chatham. Three questions were left to the jury, and in answer to them the jury found: (1) that by the agreement between the parties the boat was to have a speed of 8 or 9 miles an hour, and was to be delivered on the opening of navigation of the river Thames in the spring of 1914; (2) that the plaintiffs sustained no damages by not having the barge between the 1st April and the 1st July, 1914; (3) that the plaintiffs sustained \$200 damages for the whole season of 1914. The other issues were tried by the learned Judge himself. He finds that all the work was well done and that the material furnished was excellent; that the plaintiffs did not accept the vessel; that the speed of the vessel was not equal to 8 or 9 miles an hour; that speed could not reasonably be attained by the barge or scow as constructed. Judgment for the plaintiffs for the amount paid by them, \$400 (without interest), and for the \$200 damages assessed by the jury, with costs. Counterclaim dismissed with costs. J. G. Kerr, for the plaintiffs. O. L. Lewis, K.C., for the defendants.

HOPKINS V. EDINGTON—BRITTON, J.—MARCH 26.

Fraud and Misrepresentation—Agreement for Sale of Farm—Dismissal of Vendor's Action for Specific Performance—Rescission of Agreement.]—Action to recover \$1,000, the cash payment upon an agreement for the sale of a farm by the plaintiff to the defendant. The defence was, that the defendant was induced to enter into the agreement by misrepresentations and untrue statements made by the plaintiff to the defendant as to the condition and quality of the land. The action and counterclaim were tried without a jury at Toronto. The learned Judge,