

agreement, and for possession. RIDDELL, J., after consideration, directed that the usual judgment for rescission and forfeit of deposit and sums paid on account and for costs should be issued. J. D. Bissett, for the plaintiffs. No one appeared for the defendant.

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WALKER v. MAXWELL—LENNOX, J.—OCT. 5.

*Vendor and Purchaser—Contract for Sale of Land—Condition—Representations—Failure to Prove Truth of—Rescission—Evidence—Exclusion.*—Action for the rescission of a conditional contract entered into by the plaintiff for the purchase from the defendants of 320 acres of land in Saskatchewan, for the delivery up of a promissory note made by the plaintiff, for the repayment of money paid in connection with the contract and interest, and for damages. There were four defendants—White, Robertson, Maxwell, and Smith.—The trial was begun before LENNOX, J., without a jury, at Owen Sound, on the 18th June last. At this time, counsel for the different defendants agreed that they did not wish any distinction made between the defendants, but would be content with a judgment for or against all. The case was then adjourned for argument at Toronto, and was taken up on the 19th September. Counsel for the defendants Maxwell and Smith then asked leave to call evidence to shew the relations existing between these two defendants and the other two defendants, with the view of ultimately arguing that, even if White and Robertson were liable, Maxwell and Smith were not. All the other parties objected to this; and the learned Judge, having regard to the previous conduct of the case, and the very great inconvenience and injustice involved in the admission of this evidence, refused to admit it.—To induce the plaintiff to sign the formal contracts of sale and purchase, the defendant Robertson, representing all the defendants, drew up, signed, and delivered to the plaintiff the following document: “Owen Sound, April 19th, 1911. This writing is to certify that James D. Walker, of Owen Sound, agrees to sign and settle land bought in the vicinity of Battleford” (describing it) “upon the condition that the land upon inspection is as represented, good farm land, clay loam, slightly rolling, and located close to G.T.P. Ry., otherwise contracts to be *refunded* together with cash paid.” Thereupon the plaintiff signed the formal contracts, paid the sum of \$320 by cheque, and gave his promissory note