

his favour was set aside, with costs of the trial and appeal to the defendant in any event, and a reference was directed to take accounts. Nothing had been done further. A bill of costs down to the trial and instructions for appeal had been submitted, which would not exceed on a liberal estimate \$150. No bill for the appeal had been suggested. The Master said that, if this was put at an equal amount, the defendant would still have ample security in the bond for \$400 given by the plaintiff under the *præcipe* order. For the reasons given in *Stow v. Currie*, 13 O.W.R. 997, and cases cited, there should not be any order at present. If, at a later stage, the defendant should think well to do so, he would be at liberty to renew the motion. Motion dismissed, with costs to the plaintiff in the cause on the final taxation. Stanley Beatty (Kilmer, McAndrew, & Irving), for the defendant. R. McKay, K.C., for the plaintiff.

SCOBIE v. WALLACE—LENNOX, J.—FEB. 26.

Fraud and Misrepresentation—Agreement for Purchase of Land—Misrepresentations of Agent of Vendor—Complicity of Vendor—Cancellation of Agreement—Return of Money Paid.]
 —Action to set aside an agreement for the purchase by the plaintiff from the defendant of lots, represented as being in the city of Regina, Saskatchewan—being in reality outside the limits—on the ground of fraud and misrepresentation, and for a return of the money paid by the plaintiff. The learned Judge said that the plaintiff had not proved all the allegations of his statement of claim, but he had clearly established that he was induced to sign the agreement by representations and statements made to him by the defendant's agent, Michael Bergin, that the lots were "inside lots" in Regina; that they were within one mile and a half of the city post office; that the city was actually built up as far out as these lots, etc. And the learned Judge held that the plaintiff entered into the agreement relying upon the truth of these representations, as the agent knew; and that the representations were false, and were knowingly and fraudulently made. "This," says Lennox, J., "is another instance of western land dealing in which the pre-arranged method of procedure is to be severely condemned. The practice of inducing farmers and others to sign long and intricate agreements wholly in blank, to be filled up and sealed at the office of the vendor, is a dangerous and intolerable practice. And this is another