

the trial was that of the defendants Peter Tremblay and Evelina Tremblay, both of whom were called by the plaintiff; and the evidence shewed, and the learned Judge found, that the moneys used in the purchase of the property in question and in the erection of the buildings thereon, which the plaintiff alleged belonged to Boulanger and Tremblay, were the moneys of the defendant Evelina Tremblay, and did not belong to Boulanger and Tremblay, nor to the defendant Peter Tremblay; and the property and buildings formed no part of the assets of the insolvent firm. No evidence was offered to substantiate the claim that the deed to the defendant Routhier was fraudulent and void. Action dismissed with costs. G. A. McGaughey, for the plaintiff. G. T. L. Bull, for the defendants.

CHEESEWORTH V. DAVISON—SUTHERLAND, J.—JAN. 25.

Contract—Mining Venture—Syndicate—Breach of Agreement—Return of Money Paid—Damages—False Representations.]—An action to recover \$600 paid by the plaintiff and certain associates of his (of whose claims he had an assignment) to the defendant upon an agreement by which the defendant was to take up and operate mining claims in Alaska and the Klondike district and share the profits with the plaintiff and his associates. The plaintiff also asked damages for breach of the agreement and for an account; and (by amendment) damages for misrepresentation and fraud. The agreement was made on the 8th May, 1903. The action was begun in January, 1908. SUTHERLAND, J., after stating the facts and reviewing the evidence, said that, in the circumstances and upon the evidence and documents and after the great lapse of time, it would be impossible to find that the contract was not as the parties intended it, or that the defendant made any false or fraudulent representations to induce the plaintiff and his associates to enter into it. Action dismissed with costs, subject to certain deductions in favour of the plaintiff. W. D. McPherson, K.C., for the plaintiff. J. T. White, for the defendant.