

1908

*Oct. 14.

MEY v. SIMPSON.

Sale of land—Misrepresentation—Deceit—Contract—Warranty.

APPEAL from the judgment of the Court of Appeal for Manitoba (1), affirming the judgment of Cameron J., at the trial, which ordered a non-suit to be entered.

The defendant, on negotiations for the sale of wild lands, represented to the plaintiff's, appellant's, agent, that they were fairly good for farming. He had not seen the lands and did not state that he had done so. It turned out that a large portion of the lands was not good enough for farming purposes. By the judgment appealed from it was held that the plaintiff could not succeed in his action for the recovery of damages by reason of the defendant's misrepresentations, which should be considered merely as expressions of opinion not amounting to a warranty. *DeLasalle v. Guildford* (2) was followed.

On the appeal to the Supreme Court of Canada, after hearing counsel on behalf of the appellant and without calling upon counsel for the respondent for any argument, the court dismissed the appeal with costs.

*Appeal dismissed with costs.**Phillips* for the appellant.*H. A. Burbidge* for the respondent.

*PRESENT:—Sir Charles Fitzpatrick C.J. and Girouard, Davies, Maclellan and Duff JJ.

(1) 17 Man. R. 597.

(2) (1901) 2 K.B. 215.