

any such offer, nor was anything said as to the amount or value of what was in the warehouse as being applicable in reduction of the debt.

*Held*, that the defendant was not liable on the note as there was undue influence brought to bear upon him and misrepresentation as to the amount of the liability he was incurring and a want of independent advice to one so young, all of which brought the case within the principles laid down in *Bank of Montreal v. Stuart*, [1911] A.C. 120.

Per CAMERON, J.A., dissenting:—The alleged representation as to the offer that had been made by the third party was not proved to have been false and therefore that ground failed. As to the statement that "there was furniture in the warehouse," this was not of itself so material to the transaction that the falsity of it would vitiate the note, and there was not sufficient in the facts relied on to warrant a finding that any "undue influence," within the meaning of that term as used in the decided cases, had been brought to bear upon the defendant as he was able to take care of himself and fully understood the nature of the transaction.

*Donovan*, for plaintiff. *Towers*, for defendant.

Prendergast, J.]

PERKS v. SCOTT.

[Oct. 16.

*Vendors and purchasers—Cancellation of agreement by vendor for default of purchaser—Different modes of cancellation provided in agreement—Equitable relief against forfeiture.*

The agreement of purchase by plaintiff from defendant of the land in question provided in one paragraph that, in case the purchaser should at any time be in default, the vendor should be at liberty at any time after such default, with or without notice to the purchaser, to cancel the contract and declare the same void and forfeit any payments that might have been made on account thereof and retain all improvements, etc., and that the vendor should be entitled, immediately upon any default as aforesaid, without giving any notice or making any demand, to consider and treat the purchaser as his tenant, holding over without permission or any color of right, and might take immediate possession of the premises and remove the purchaser therefrom. Further on in the agreement, and separated from