

On the 31st July, 1912, the defendant's agents drew up an offer for purchase of "street number 56, having a frontage of about 17.6 feet more or less by a depth of about 90 feet more or less," on Hunter street; and this offer having, before the plaintiff signed it, been submitted to the defendant by his agent, H. E. Woolgar, was read over, approved of, and accepted in writing under seal by the defendant; and the offer was thereupon executed under seal by the plaintiff.

The defendant conveyed to the plaintiff a lot or parcel of land having a depth of 75 feet only; and a mortgage was given back for a balance of purchase-money. The plaintiff, at the time his solicitor closed the transaction, knew nothing whatever of the shortage. The plaintiff's solicitor, by the exercise of diligence, could have detected the discrepancy.

The defendant has sold and assigned the mortgage taken from the plaintiff, and has conveyed to his son the northern 16 feet 7 inches of lot 21, pointed out to the plaintiff, which he expected to get, and which he was to get under the written agreement.

The defendant cannot, and practically does not, dispute the facts. He in effect says, "You cannot make me and I won't do anything." . . . The evidence of the defendant in Court was not calculated to leave a good impression. . . .

"More or less" tied the purchaser to skimp measurement in *Wilson Lumber Co. v. Simpson*, 22 O.L.R. 452, 23 O.L.R. 253. Why? Because the purchaser bargained for a specific lot, with boundaries visible as pointed out, and he took his chances as to how it would measure out—and so did the vendor. Here, too, the contract is for "about ninety feet, more or less;" and the plaintiff had a right to get 91 feet 7 inches. Why? On the same principle as in the *Simpson* case; because there was a specific plot pointed out, with a northern boundary pointed out, and stepped off as well. Up to that boundary, be it more or less than 90 feet, is what the plaintiff was entitled to call for, and what the defendant was bound to give, under the agreement. . . .

I accept the plaintiff's evidence that he did not actually perceive that he was being cut down to 75 feet until the time when he began a vigorous protest; and he was not bound to be on the alert, to suspect the defendant, or to find out all he might have found out by vigilance—*Redgrave v. Hurd*, 20 Ch. D. 1, at pp. 14 and 21—if by the defendant's fraudulently false statements he was, in fact, induced to enter into the contract, believing the representations to be true. And it is no answer