

of May. She says she "chased" after the defendants for this copy, went repeatedly for it, so great was her anxiety as to its contents and the rights she had given the defendants under it, and when she got it she did not take the trouble to look at it. Unless the plaintiff's account is much exaggerated, it seems incredible to me that she should have treated the copy with such indifference. It is equally incredible that if this lease was read to the plaintiff certainly on two occasions, as these witnesses positively swear, in its present form and without omissions, that she should not have understood that the barn was included. A technical term or a formal covenant she might have misunderstood, but the words of the lease are the two stores and rooms, &c., "including the warehouse, barn, carriage sheds and outbuildings," &c. For McAlary, in the presence of his partner, to attempt such a piece of deception by purposely omitting these words seems silly, for Estabrooks, unless a party to the fraud, must have detected it. There was no more reason for omitting the words, "barn," "carriage sheds," &c., than for omitting the renewal clause. Of the two perhaps that was the more important provision. Besides this the lease was immediately handed the plaintiff so that she might read it, and the fraud would be discovered. This lease, however, was not the only paper executed that day. It was part of the arrangement that the defendants were to have immediate possession of the premises in order to make the necessary repairs. A written agreement to this effect authorising them to take possession for that purpose was put in evidence. It was signed by the plaintiff at the same time as the lease, in presence of the same witness, and it describes the property in the same words as are used in the lease. The plaintiff admits she made a verbal agreement to that effect, but she says positively that the signature to that paper is not hers and that she never heard of the paper until long after the transaction took place. As to this paper she is positively contradicted by the two defendants who were present when it was signed, and who say it was read over to her and by Estabrooks, the witness to the signature. In addition to this she swore positively that the signature to the lease in dispute, the instrument which she wishes to set aside, was not hers, and it was with great reluctance that she eventually admitted that it might be. Her signature to her answer to the cross interrogatories filed in the suit was shewn her and she swore most positively