

purchase. The agent said he need not see her as she understood all this. When the solicitor went to see her to have the deed executed, he asked if it was necessary to read the deed. Her agent, in her presence, said it was not necessary, as she understood it. The solicitor then asked her if she understood this was a conveyance of her property. She said she did; and then signed the deed in his presence. The landlord afterwards publicly advertised the property for sale. The agent, who was seen by the landlord several times after this advertisement, never mentioned that the property had only been given as security for a loan. The tenant never set up a claim that the deed was given by way of mortgage until after written demand of possession, notwithstanding that the landlord had in the meantime let the dwelling house and entered into a bargain and sale of it, on the lot secondly described in the deed; and had sold a lot adjoining the lot on which is situate the dwelling house now occupied by the tenant—part of the lands first described in the deed.

Assuming that the tenant was misled by her agent as to the nature of the contract, she had ample opportunity to state what she understood to be the nature of the transaction—whether it was in the nature of securing the repayment of a loan, or that it was an absolute sale. She had the opportunity of stating to the solicitor when asked “if she understood this was a conveyance of her property,” if she expected that the property would be reconveyed to her on repayment of \$400. If the agent perpetrated a fraud the tenant profited by it, and “he who profits by the fraud of one who is acting by his authority adopts the acts of the agent, and becomes responsible to the party who is imposed upon:” *Broom’s Leg. Maxs.*, 6th ed., p. 276, citing *Cockburn, C.J., in Wier v. Barnett*, 3 Ex. D. 32; and *Wier v. Bell*, 3 Ex. D. 238; 47 L. J. R. 704. I am convinced that the tenant when she executed the deed, knew, or ought to know, that she was conveying the property absolutely to the landlord—that the deed was not by way of mortgage to secure the repayment of the \$400. Even if this was her understanding of the contract, it would also have to be the understanding of the purchaser before the deed could be held as a mortgage. The agent misled the purchaser as to the time of payment of the Sweet mortgage by representing that it would not be due for a year from that date. The mortgagee demanded payment of the purchaser shortly after