

The defendant Wellington Boulter advertised the farm for sale, and the plaintiff came from British Columbia, saw the farm, and entered into the agreement to purchase, for \$22,000.

R. McKay, K.C., for the plaintiff.

C. A. Moss, for the defendant.

CLUTE, J. (after setting out the facts and making certain findings):—It is true that the plaintiff had the opportunity to inspect the farm, and to a certain extent did inspect the farm, assisted by McLaren; but I entertain no doubt, and find as a fact, that, so far as he is concerned, he commenced, continued, and concluded the negotiations in the belief of the truth of the representations contained in the advertisement and letter of the 6th October, 1910; that he had no suspicion that his acreage was being curtailed; that he accepted the statements of the number of apple trees, the condition of the farm, and the quantity of fall wheat, without question, having full confidence in the defendant.

I find that there was no such new bargain as the defendant now alleges, whereby the plaintiff knowingly consented to the exception in the agreement as impairing the quantity of land he was to get.

The defendant says he decided to make the exception five or six days before the plaintiff arrived. He admitted that the plaintiff came with the expectation of getting the full acreage. The defendant is uncertain as to when and where this new bargain was made. My view is, that he has forgotten much that was said at the time when the plaintiff went to see the farm on the 7th or 8th November; that, having shewn the plaintiff the limits of the land he conveyed, he has possibly persuaded himself or been persuaded into the belief that the plaintiff was willing to give up some 46 acres, out of a total of 300 acres, without a word of protest and without any diminution in the price.

The plaintiff never supposed or had reason to suppose that the land south of the road formed any part of the farm. It is impossible to say that he would have accepted the farm at the price, even if this exception had been pointed out as included in the 300 acres, as it is of poor quality and worth but \$10 an acre. It was not inspected by either the plaintiff or McLaren, as it doubtless would have been if they had not thought that the complement of land was complete without it.

It was the duty of the defendant, I think, having regard to all that had taken place before the plaintiff's arrival, to make it perfectly clear to him that a new deal was proposed, and