

that before the lease was signed he asked the plaintiff if she had given Watson and Goddard notice to quit and she said she had, that they were poor tenants and didn't pay their rent.

Henry A. Estabrooks' evidence entirely corroborates that of the defendants as to what took place at the time of the execution of the lease on the 4th February, at the plaintiff's house. He says he recollects that McAlary, who read it, mentioned the renewal clause and the barn and outbuildings just as they are mentioned in the lease. He also says that before the lease was signed Ashley Estabrooks asked the plaintiff if she had notified the parties in the barn to quit the 1st of May, and she said she had.

In *Hutchinson v. Calder*, a case noted in *Cassels' Dig.* 785, the Supreme Court of Canada is thus reported—“Where the Court below dismissed the plaintiff's bill praying for the rescission of an executed contract, held that a clear case of fraud must be established to obtain the rescission of an executed contract, and the allegations of fraud made by the plaintiff being uncorroborated and contradicted in every particular by the defendant, neither the Court below nor the Court in appeal would be justified in rescinding the contract in question.” The evidence to which I have referred brings this case within the rule laid down in the authority just quoted, and I should be justified in dismissing the bill without further remark. It is, however, only fair in cases of this kind to those who have been deliberately charged with gross fraud that if the Court entertains the view that the charge has been entirely disproved, it should say so and not take refuge behind a mere technical rule. There are other portions of the evidence which in this connection should not be lost sight of. Some reliance was placed on the fact that no copy of this lease was given to the plaintiff until she had made repeated applications for it. It cannot be that the defendants were in any way keeping the matter a secret because they put it on the public records within three weeks of its date. When the plaintiff's mind became so disturbed by the rumours as to the iniquity of this lease set afloat by some of her meddlesome neighbours, she applied to the defendants for a copy of it. This was in the latter part of March or early part of April, and the evidence shews that she received it about the middle of April. And yet she never even read it until about the first