

RIDDELL, J.:—The plaintiff, with some assistance, had, in the vicinity of Toronto, built a cottage, himself apparently the carpenter. The wife of the defendant, an Englishman who had been in this country but a short time, seeing an advertisement . . . of this cottage for sale, and thinking that it would answer the requirements of her husband and herself, went to the plaintiff about it. The plaintiff represented to the defendant's wife, and afterwards to the defendant and his wife together, that the house was a well built house, built after the old English style, and not jacked up like houses in this country, that it was of good workmanship and double-boarded on the outside, and warm and comfortable. He added that the place was "a little Eden." He told them also that they might trust a brother Englishman. Some statements were made as to the title, which I do not think it necessary to set out.

Although the wife did make a casual inspection of the property, it is apparent, and I find as a fact, that the contract was entered into upon the strength of the plaintiff's representations. The very assurance that they might trust a fellow countryman, instead of acting as a danger signal, as it would to those more experienced in the world's ways, seems to have prevented the defendant and his wife from having any suspicions.

A written contract was entered into, on 22nd April, 1907, between the plaintiff and defendant, for sale of the property for \$1,400, \$125 in cash and \$10 on the 22nd day of each month until 22nd May, 1917, and \$15 on 22nd June, 1917, interest on unpaid portion of purchase money to be paid quarterly on every 22nd day of July, October, January, and April, until the whole should be paid. Possession was to be given at once, and as soon as the purchase money and interest should be paid the plaintiff was to convey the property. It was further provided that time should be of the essence of the agreement, and, unless the amounts should be punctually paid, all payments made should be forfeited and all rights of the defendant should cease and determine and the plaintiff be at liberty to enter and lease or sell without accounting to the defendant—but that such entry or lease or resale should not impair the right of the plaintiff to enforce the covenant for payment.

The defendant made the down payment of \$175, and took possession of his purchase. He soon found that it was not at all what he had been led to believe. It was not well