

In the end of November 1913, the plaintiff at the invitation of the defendant, attended on several occasions at the representations in the said theatre. An agreement was come to between the parties about the first of December, and plaintiff took over the theatre and ran it from the first to the 5th of December; and on said date, the transaction which had previously been reduced to writing before a notary, by the parties, was signed by the plaintiff. It appears that the signature of the deed was purposely delayed between the parties, so as to give the plaintiff a further opportunity to see how the theatre would show for the first five days under his management.

After that, the theatre was run by the plaintiff up until the 12th day of March following, namely, altogether something more than three months, without having made any complaint of any description to the defendant.

On the latter day, the plaintiff instituted an action to set aside the deed of sale on the ground that the defendant had made false representations as to the receipts which the said theatre was capable of producing, and as to those which it had produced while under the management of the defendant. This is the only ground which the plaintiff alleges.

The plaintiff produced as coming from the defendant a card which contains on the back the following words: "seats 505; lease 8½ years; rent \$250 per month 5 years; \$275. per month 4½ years; \$400 per week expenses \$250. "upper part rents \$50; cash \$2000." This card is apparently an answer to a letter addressed by the plaintiff to the defendant and which is as follows:—"524 St. Catherine St. West, November 17th, 1913, Dear Sir.— "In reply to your add in the Star, re a moving picture