

representation as to the soil of the land was, "a black loam with a clay subsoil, in fact, a steam-ploughing proposition." The whole evidence satisfied the learned Judge that the representations made to the plaintiff as to the character and value of the land were in several respects not borne out by the facts; and he had no doubt that there was a deliberate design and intention on the defendants' part to draw the plaintiff into the transaction by creating in her mind a false impression as to the character and value of the land. He also found that she relied upon and was influenced by what the defendants represented.—The defendants alleged that the plaintiff, after she learned the true state of facts, acquiesced in and approved of the transaction, and so debarred herself from the right to object. The learned Judge said that the acquiescence which was necessary to shew a determination not to impeach a transaction was a quiescence in such circumstances that assent might be reasonably inferred from it—or a condition of being content not to oppose: *Kerr on Fraud*, 4th ed., p. 332. Time alone is no bar to the right to attack, though length of time is evidence of acquiescence, and strengthens the presumption that a transaction is legal and honest. A person may, by his conduct, forfeit his right to rescind, and yet retain his right to sue for damages: *Peek v. Derry*, 37 Ch.D. 576. And here rescission was not sought, but damages for deceit. The plaintiff's subsequent conduct did not indicate a confirmation of the transaction; and the learned Judge was unable to find that she did acquiesce or confirm or intend that her actions should have the effect of relieving the defendants from the consequences of their conduct towards her in the transaction. She was willing to do whatever was in her power to aid them in reselling the lands, but without abandoning her right to claim against them for her loss.—The learned Judge found the damages sustained by the plaintiff with which the defendants were chargeable to be \$5,991.06 and interest from the 16th January, 1911. Judgment for the plaintiff for that amount with costs. *R. McKay, K.C., and A. B. McBride*, for the plaintiff. *E. E. A. DuVernet, K.C., and J. A. Scellen*, for the defendants.