

along in the fraud when he knew at the same time . . . that his father was but tenant for life with remainder to himself. If an infant is old and cunning enough to contrive and carry on a fraud, I think in a court of equity he ought to make satisfaction for it." And it was decreed accordingly.

Now here was a young man claiming an estate after having while an infant been party to creating a mortgage upon it, and having after attaining majority been a party to procuring a further advance upon the mortgage. The Court of Chancery decreed that he should not have the estate without paying the mortgage debt.

The next case of importance was *Evroy or Esron v. Nicholas* (1733), 2 Eq. C. Ab. 488, 1 DeG. & Sm. 118, n. There A. was an infant; his guardian, with the approbation of A., made a lease to the plaintiff for a fine of £157. The guardian became insolvent. He made a lease to another person, who evicted the plaintiff. The plaintiff then filed a bill for a new lease or for a return of the fine. Lord Chancellor King said: "Infants have no privilege to cheat men. This lease was made with the consent and approbation of A., the infant, who was above the age of discretion and knew what he was doing; and it is certain that his consenting to the lease was the only inducement the plaintiff could have to take it as so large a one, . . . and, therefore, whether ever the money came to A.'s hands or not he ought to make good the lease or refund the fine . . ." In this case there is little, if any, evidence of fraud, and on that ground the case is criticised by Vice-Chancellor Knight Bruce in *Stikeman v. Dawson* (ubi sup.). But suppose that the infant had induced the plaintiff to pay the large fine for the lease by fraudulently asserting that he was of full age, then, if he purported afterwards to repudiate the lease, he could only do so on repaying the fine.

In *Clarke v. Cobley* (1789), 2 Cox 173, a woman married an infant. At the date of the marriage she was a debtor to the plaintiff on two promissory notes. After the marriage the infant gave the plaintiff a bond in exchange for the notes. The plaintiff brought an action on the bond. The defendant pleaded