

five months for each of the terms to run when the action was brought, and the time had actually expired when the case came on for trial in the County Court. In *Glasse v. Woolgar*, 41 Sol. J. 573, Chitty, L.J., said: "No one ever heard of granting specific performance even for a year." See also *De-Brassac v. Martin*, 41 W. R. 1020; *Lever v. Kotter*, [1901] 1 Ch. 547; and *Mara v. Fitzgerald*, 19 Gr. 52.

The defendants having on the 15th November taken possession of the two stalls, it must be assumed, as already stated, that they entered and took possession as of right under the agreement to accept leases, and not as wrongdoers or wilful trespassers. Now, long prior to the defendants taking possession, the Davies company had been carrying on business in the stalls leased by them, and it was the alleged suppression by Alderman Lamb of the offer that had been made by the Davies company for these stalls south of the gangway, which the defendants regarded as favouritism shewn to that company, and because of that belief that they wrote the letter of the 28th August repudiating the contracts to lease signed by them. The defendants first repudiate the contracts they had signed because of the alleged suppression of a fact which they say amounted to a misrepresentation regarding the property on which they were bidding, and after nearly three months from such repudiation they take possession of two of the stalls for which they signed contracts, and their so doing must be taken as a waiver of their objection on the ground of favouritism. As said by Lord Cottenham in *Vigers v. Pike*, 8 Cl. & F. at p. 650: "In a case depending on alleged misrepresentation of value, there cannot be a more effective bar to the plaintiff than by shewing that he was from the beginning cognizant of all the matters complained of, or after full information of them continued to deal with the property."

Had the defendants before taking possession of stalls number 2 and 72 communicated with any officer of the corporation having authority to bind the city, and arranged that their taking possession was not to be considered as being under the contract, their position would have been very different from what it now is; but they were in possession for three months before communicating with the city treasurer, and they must, as I have already said, be considered as having waived any objection and to have taken possession under the agreements they had signed, and, as the city did not object, it will be assumed they occupied the stalls with the assent of the city.

Although specific performance must, for the reasons stated,