

Phillips, for execution creditors. *Dennistoun* for liquidator.
Hoskin, for other creditors.

Cameron, J.]

HANNAH v. GRAHAM.

[Feb. 24.

Specific performance—Misrepresentation as to quality of land purchased—Caveat emptor—Fraud—Rescission of contract.

Defendant resisted the plaintiff's claim for specific performance of a contract for the sale of a farm to him by the plaintiff, alleging that he had wholly relied on the plaintiff's representations that the land consisted of a black sandy loam of a certain thickness with clay bottom, free from white sand and worth \$15 per acre; and that those representations were all untrue. The defendant did not inspect the land before purchasing, but consulted parties other than the plaintiff as to the quality, location and value of the property.

Held, that apart altogether from the conflict of testimony as to the making of the alleged misrepresentations and as to the quality of the soil, the defendant could not succeed in having the contract rescinded on the grounds set up, as public policy requires that persons shall be required to exercise ordinary prudence in their business dealings instead of calling on the courts to relieve them from the consequences of their own inattention and negligence. The doctrine laid down in *Attwood v. Small*, 6 C. & F. 232, as follows, "If a person, choosing to judge for himself, does not avail himself of the knowledge or means of knowledge open to him, he cannot be heard to say that he was deceived by the vendor's misrepresentations, the rule being caveat emptor," should be applied in this case. See also, *Fry on Specific Performance*, p. 295, and *Slaughter v. Garson*, 13 Wall (U.S.) 379.

McLaws and Robinson, for plaintiff. *Robertson and Locke*, for defendant.

Province of British Columbia.

SUPREME COURT.

Morrison, J.]

REX v. NARAIN.

[March 14.

Immigration—Habeas corpus—Detention under British Columbia Immigration Act, 1908—Provincial law ultra vires.

Application for habeas corpus on behalf of several Hindus