

Held, that the company could not object to the award on the ground that he had not been asked to sign it.

LEE V. MCMAHON.

Sale of land—False representations—Laches—Counter-claim for purchase money.

The plaintiff induced the defendant to purchase land in Portage la Prairie by exhibiting to him a map representing the property to be in the business portion of the town, and by representing that this was true. The defendant applied to persons on the spot for information, and was told that the representations made were incorrect. But he swore that one of the plaintiffs told him that his informants were interested in depreciating the property, and that on this he purchased, paying \$500 cash and giving a mortgage for the balance. He tried to sell and could have sold the property for more than he gave for it, but did not go to Portage la Prairie for six months after, when he found that the representations were untrue, and repudiated the bargain. This action was brought over the mortgage, and the defendant counter-claimed for the cash payment of purchase money.

Held, [affirming the decision of ARMOUR, J.,] that the defendant was induced to purchase by false representations, and, reversing the judgment, that he had not disentitled himself to relief by *laches*; that the mortgage should be delivered up to be cancelled, and that the counter-claim for the money paid without interest should be allowed, on his re-conveying the estate free from incumbrances done by him.

PYATT V. MCKEE.

Lease by dowress—Purchase by tenant from heirs-at-law—Landlord and tenant's disputes—Landlord's title.

P. being the owner in fee of the land in question, died intestate in September, 1853, leaving his wife (the present plaintiff) and two daughters, who resided on the land for a short time after his death. The widow made several leases of the land, and finally leased it to the defendant's ancestor, who, at the expiration of his lease, took a second lease, with covenant to deliver up at the end of the term. He purchased the in-

terest of one of the daughters, and a new lease was therefore made to him by the plaintiff, the rent being reduced by one-third because, as it was said, it was considered that the widow and daughters were each entitled to a third of the rents. Pending this lease the tenant purchased the other daughter's interest, and at the expiration of the term, in 1873, he refused to give up possession.

Held, [affirming the judgment of CAMERON, J.] that the tenant and those claiming under him could not dispute the plaintiff's title without first giving up possession, and that he would not be allowed to say that he was barred, and that the plaintiff was therefore entitled to judgment for an undivided one-third for her life, and *mesne* profits for six years prior to action.

E. K. Cameron, for the plaintiff.

H. J. Scott, for the defendant.

WHIMSETT V. GIFFORD.

Distress for rent—Seizure—Chattel mortgage—Waiver by tenant of formalities.

The plaintiff was mortgagee of certain goods of one F. G., a tenant of his father, the defendant, C. G. The landlord, on the 17th February, 1883, went to the house of the tenant and declared that he seized everything for rent. He touched nothing and made no inventory. On 24th February he went again, and told the tenant's wife that the property had been seized for rent, and to let no one take anything away. On 5th March the plaintiff, holding that the goods were going to be sold for rent, took possession under his mortgage, and removed the goods. A bailiff went the next day for taxes in arrear, and the landlord gave him a distress warrant to take goods for rent; the bailiff then took the goods that had been removed, and on the tenant's waiving an inventory, (advertising so), sold them within two days to a nephew of the landlord, who gave a cheque which was never presented.

Held, that the landlord's two visits, of the 17th and 24th of February, did not amount to a seizure.

Quare, whether a tenant can waive all statutable formalities as to inventory, etc., as regards the property of a stranger distrained upon. The chattel mortgage contained no re-demise clause, but did contain a clause that the mort-