

lender, who, after having taken communication of the terms and conditions, agreed to lend, and was ready to lend, the \$21,000 in question, according to the terms and conditions stipulated in her application.

The defendant, by her plea, states that the application form was written out by plaintiff, and defendant's signature was obtained thereto without having the opportunity of reading and examining the same. The clause of defendant's plea above cited must, if it means anything, mean error or fraud. That through error or fraud, plaintiff had procured her signature, and whether the one or the other, they are causes of nullity:—not causes of absolute nullity, but they give rise to an action to annul the document in which there was error or fraud. The defendant, in order to release herself from the obligation contained in plaintiff's exhibit no. 1, should have asked, by her pleadings the annulling of the contract; otherwise, it will remain in full force and effect, and not having asked so to do, plaintiff's exhibit must remain, with all its conditions, in full force and effect, and defendant's allegations upon this point cannot avail before this Court (1).

The charge made by defendant, as to obtaining her signature would be serious, but the defendant and her sister both swear that the document in question was read to them, and aside from this, the defendant herself avers that she read it herself, and discussed parts of it with plaintiff. There can therefore be no doubt that defendant signed the application in question, knowing its contents, and knowing also that there were three mortgages upon the property referred to, instead of one.

Another application is filed of record in this cause, signed by defendant, which also states that there was only one

(1) *Frigon v. Russell*, [1874] 5 R. L., 559.