

ILLUSTRATION. — *A has been induced by B's fraudulent representations to buy B's factory. The contract of sale has been entered into on the 1st. of April 2455. A dies on the 1st of June 2455 before having discovered the fraud. The right of A's heirs to claim cancellation of the contract is extinguished by prescription the 1st. of June 2456 (one year after A's death). If the heirs discover the fraud after the 1st. of June 2456 they have no action and the contract is valid.*

If A discovers the fraud on the 1st. of May 2455 and dies on the 1st. of October next following without having entered an action for cancellation, the right of his heirs to enter such an action is extinguished by prescription the 1st. of May 2456 (one year after discovery of fraud).

78. — In no case can an action for cancellation of a contract on the ground of mistake, fraud or duress be entered later than ten years after the date of the contract.

79. The party whose consent was vitiated by mistake, fraud or duress can ratify the contract after he knew of such mistake **[or fraud]** after the duress ceased.

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cumstances of the case such as when the person entitled to ratify, without expressing any reservation, performs the contract wholly or in part, or

claims its performance, or

gives a security for its performance, or

asks for an extension of time from the creditor, or

notifies the creditor that any right or liability arising out of the contract is extinguished by set off, or

transfers any of the rights or liabilities arising out of the contract, or

does not raise the objection that the contract is voidable when sued in Court for its performance.

82. — Ratification does not require acceptance, but it is subject to the rules concerning consent.

ILLUSTRATION. — *A had entered into a contract of hire of services with B, who represented himself as a qualified architect. It turns out afterwards that B has no such qualification. A may ratify the contract, and ratification does not require to be accepted by B. But ratification is not valid if it was given under B's duress.*

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