

edness to the party of the second part (Dart), computed as aforesaid, in the first place in extinguishment of the indebtedness with reference to the said lands, and in the second place in reduction of the amount of the judgment of the party of the second part against the party of the first part. And the party of the first part (Patterson) shall stand absolutely debarred and foreclosed of and from all equity of redemption in and to the said lands. "And these presents shall be considered an absolute release to the party of the second part of all the right, title, and interest and equity of redemption of the party of the first part in to or out of the said lands and premises."

No payment having been made by Patterson on 1st July, 1895, in accordance with the terms of the agreement, defendant on 10th July, 1895, advertised by posters the property for sale by public auction at the Queen's Hotel, Ridgetown, on Monday, 22nd July, 1895, at 2 o'clock; the advertisement describing the premises as being "lot number 1 on the north side of Main street in the town of Ridgetown, and known as the three-storey brick block of two stores now occupied by H. M. Green, hardware, and R. Davidson, gents' furnishings, offices, lodge rooms, etc.; terms 10 per cent. on day of sale, balance in 30 days."

Twenty of the posters are sworn to have been posted up in conspicuous places in the town of Ridgetown. And also that the following advertisement was inserted in the "Standard" newspaper published in the town of Ridgetown, in the issues of that paper of the 11th and 18th July: "There will be offered by public auction at the Queen's Hotel, Ridgetown, on Monday 22nd July, at the hour of 2 o'clock, that valuable property the three-storey block of stores now occupied by H. M. Green and R. Davidson."

It was admitted by plaintiff that the costs referred to in the agreement—which when taxed were to be set off as therein provided—have never been taxed. And he also admitted that up to the issuing of the writ herein no demand had been made by him on the defendant for an account.

The property was put up for sale by auction as advertised, but, there being no bidders at the upset price, it was withdrawn. And the defendant has already credited the plaintiff with the sum of \$1,700; and if not already cred-