

for the sale of such lands which he claimed to have rescinded was binding on him.

M. J. Gorman, K.C., for the plaintiff.

J. V. Vincent, K.C., for the defendant.

HON. MR. JUSTICE SUTHERLAND:—Under an agreement in writing dated November 1st, 1910, the defendant Damase Labelle sold to one Elie Gendron the south half of the west half of lot No. 20 in the first concession, new survey of the township of Cumberland in the county of Russell, for \$700, payable in eight years with interest at 6% half yearly on the first days of May and November. Gendron did not pay the first instalment of interest which became due on the 1st May, 1911, but during that month arranged a sale to the plaintiff of his interest in the said land under said agreement and of another piece of land.

A real estate agent named Menard acted for both parties, and he and Gendron went on the 25th of May, 1911, to Montreal where the defendants were residing, to discuss the matter with the defendant Damase Labelle. The written agreement already referred to contains the following clauses:—

“Together with the appurtenances, for the price or sum of seven hundred dollars of lawful money of Canada, payable in manner following, that is to say: The said sum of seven hundred dollars to become due and payable at eight years from and after the date of this agreement with interest at the rate of six per cent. per annum computed from date and to be paid half yearly on each first day of May and November, first of such instalments of interest to fall due and payable on the first day of May next, 1911. Interest at the rate aforesaid to be charged after as well as before maturity, but no instalments of interest shall be allowed to run in arrears for more than three months otherwise the party of the first part shall be at liberty to cancel this agreement and the party of the second part to lose all he had paid thereon.

“The party of the second part agrees to clear four acres of land and keep same under cultivation every year for two years, making a total of 8 acres, also shall also build a substantial barn on the premises now conveyed in the course of one year from date.”