

and costs as ordered by the Judge to be added to or set off against the above amounts shall be ascertained before 15th June, 1895."

So that under these costs were ascertained and set off the amount which plaintiff must pay to entitle him to redeem is unknown, and the document therefore provides that, immediately after the taxation of the costs payable by the said parties, the total amount payable by plaintiff to defendant "shall be ascertained by computing the amount paid out and allowed" to defendant, "as above set forth, including all amounts which will be necessarily paid out by him before 1st July, 1895, and the judgment with costs which was adjudged should be paid," etc., and deducting the amounts received by defendants as above mentioned and plaintiff's costs payable by defendant under said judgment, "and the said sum so ascertained," to be payable by plaintiff to defendant not later than 1st July, 1895. Plaintiff then expressly covenants to pay the sum so found due on the said date. Defendant then covenants, upon payment of such sum "so found to be due," to reconvey the said lands to plaintiff. The agreement further provides that if default is made in payment "of the said sum so found to be due" by 1st July, 1895, defendant may, without notice, advertise and sell the said lands, subject to a reserve bid of \$7,700; that until such sale defendant shall be possessed of the rents and profits, and, after such sale, of the proceeds thereof, upon trust to pay the costs of sale and the "principal sum so found to be due in respect of the said lands and premises," and to pay any surplus to plaintiff.

The agreement then further provides that the property shall be put up at auction "as aforesaid" subject to a reserve bid of at least \$7,700, after one advertisement of at least two weeks in local papers and by posters, and if there shall be no bona fide bid equal to or greater than \$7,700, then plaintiff "shall receive credit for the sum of \$1,700 upon his said indebtedness" to defendant, computed as aforesaid, "in the first place in extinguishment of the indebtedness with reference to the said lands and premises, 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 said party of the first part, his heirs and assigns, shall stand absolutely debarred and fore-