

Moffatt, without consideration and without understanding them, signed such papers as were put before him; that the raising of the \$3,500 and the borrowing of the moneys on a mortgage were arranged by the conveyancer or by Stewart, and Moffatt took no part therein other than signing such papers as were put before him, but he knew that the \$3,500 was borrowed from one Richard Souch; (4) that Moffatt did not understand at the time that he was signing a mortgage for \$1,000 payable to Stewart and covenanting therein that he would pay him \$1,000 and interest, as it turned out that he had, but supposed he was simply signing a writing securing to Stewart the payment of an annuity of \$50 for his life; (5) that Moffatt made the contract with Stewart that the lands should be conveyed to him alone, and not to him and his wife, as had been done, and Moffatt instructed his wife, when he requested her to go to the conveyancer to sign the necessary papers, that she was required to sign for the purpose of barring her prospective right to dower in the lands only, and for no other purpose, and his wife did not know that the conveyance was being made to him and her jointly, and that she was signing the mortgage to Souch and giving security for the annuity to Stewart as a joint owner and mortgagor; (6) that Moffatt, after the commencement of this action, and after he had consulted his solicitors, who searched the papers in the registry office, and had been advised by them, learned for the first time that the conveyance had been made to him and his wife jointly, and that his wife jointly with him had covenanted to pay the amount of the mortgage moneys to Souch and to Stewart; (7) that the lands, at the time of the agreement to purchase referred to, were not worth \$4,500, and were not saleable for more than \$3,500; (8) that Moffatt and his wife, on 16th October, 1907, offered to the plaintiffs, and were now willing and offered, to pay all interest in arrear on the Souch mortgage to a reasonable time after the date of the defence (16th November, 1907), and all arrears of annuity of \$50 to the date of the death of Stewart, and also pay to the plaintiffs a proportionate share of the \$50 per annum from the date of the death to a reasonable time after the date of the defence, and to pay all taxes for 1907, and to reconvey the lands to the plaintiffs, subject to the Souch mortgage, and give up possession to the plaintiffs, and that there be no costs of the action payable by the plaintiffs or defendants to the other of them; Moffatt making this offer for the rea-