term of the mortgage, that was set at rest by what followed the

About the 30th April, the defendant called at the agents' office and stated that a copy of the original offer, supplied to his solicitor, drew his stated. solicitor, drew his attention to the five-year term, to which he objected, and leteraged objected; and, later on, he again referred to this and expressed his unwillingness to complete the sale with that term. By that time he appears to have time he appears to have come to the conclusion that the property was worth more than the property was the prop perty was worth more than he had sold it for, and he was anxious to be released from the to be released from the contract. The plaintiff then offered to make the term of the make the term of the mortgage three years, but the defendant refused. I have some a light in refused. I have some doubt as to whether he had much faith in his objection, for many times to the results of the had much faith in the his objection. his objection; for, notwithstanding that he did so object, with usual procedure for completing the transaction was gone on with by the solicitors for hoth by the solicitors for both parties. Requisitions on title were delivered by the plainties. livered by the plaintiff's solicitors, and correspondence passed between them and the definitions of the plaintiff's solicitors. between them and the defendant's solicitor about these requisitions and the inspection sitions and the inspection of the defendant's title deeds. A draft deed was prepared by the defendant's title deeds. deed was prepared by the defendant's solicitor and submitted to the plaintiff's solicitor. the plaintiff's solicitors for approval; it was approved and turned, and was then turned, and was then engrossed and signed by the defendant and his wife. A draft most his wife. A draft mortgage was also prepared by the plaintiff's solicitors and sent to the defendant of the solicitors and sent to the defendant's solicitor for approval. The deed was made to the defendant's solicitor for approval. deed was made to the defendant's solicitor for approval. was drawn as from her. This drawn as from her. This would indicate that something must have passed between the have passed between the solicitors by which this change in the parties was brought change in the parties was brought about, and that there was then no question of not carrying out the of not carrying out the agreement. The draft mortgage was returned to the plaintie. turned to the plaintiff's solicitors on Saturday the 11th May, with the statement that with the statement that it was neither approved nor disapproved. At the time of its return At the time of its return, a clerk from the office of the defendant's solicitor tendered the solicitor tendered the deed to the plaintiff's solicitors; and, the mortgage being immediately mortgage being immediately engrossed and executed, and the plaintiff's solicitors and the plaintiff's solicitors having with them the mortgage and money to make the money to make the cash payment, again met the defendant's representative. representative. Again something was said about the term of the mortgage, the defendance was said about the term of the mortgage. mortgage, the defendant's representative saying that his structions were to all structions were to close the transaction only on the mortgage being made to mature being made to mature at three years instead of five. The plaintiff's solicitors then offered to make the term three years is reoriginal contract so original contract so stated it, and they and the defendant's representative and the defendant to a stated it. presentative and the defendant went to the registry office to amine the original. amine the original. It was then agreed to defer completing the transaction until the fell transaction until the following Monday, and there was no ques-