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

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 attention to the five-year term, to which he 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 come to the conclusion that the property was worth more than he had sold it for, and he was anxious to be released from the contract. The plaintiff then offered to make the term of the mortgage three years, but the defendant refused. I have some doubt as to whether he had much faith in his objection; for, notwithstanding that he did so object, the usual procedure for completing the transaction was gone on with by the solicitors for both parties. Requisitions on title were delivered by the plaintiff's solicitors, and correspondence passed between them and the defendant's solicitor about these requisitions and the inspection of the defendant's title deeds. A draft deed was prepared by the defendant's solicitor and submitted to the plaintiff's solicitors for approval; it was approved and returned, and was then engrossed and signed by the defendant and his wife. A draft mortgage was also prepared by the plaintiff's solicitors and sent to the defendant's solicitor for approval. The deed was made to the plaintiff's wife, and the mortgage was drawn as from her. This would indicate that something must have passed between the solicitors by which this change in the parties was brought about, and that there was then no question of not carrying out the agreement. The draft mortgage was returned to the plaintiff's solicitors on Saturday the 11th May, with the statement that it was neither approved nor disapproved. At the time of its return, a clerk from the office of the defendant's solicitor tendered the deed to the plaintiff's solicitors; and, the mortgage being immediately engrossed and executed, and the plaintiff's solicitors having with them the mortgage and the money to make the cash payment, again met the defendant's representative. Again something was said about the term of the mortgage, the defendant's representative saying that his instructions were to close the transaction only on the mortgage being made to mature at three years instead of five. The plaintiff's solicitors then offered to make the term three years if the original contract so stated it, and they and the defendant's representative and the defendant went to the registry office to examine the original. It was then agreed to defer completing the transaction until the following Monday, and there was no ques-