

On the 24th of October, 1912, the plaintiff at the instance of the defendant Healey, and with the concurrence of the other defendant, was induced to sign an option for the sale of his farm, as a farm, to one Adhelme Jaques, and the defendants signed that instrument and therein agreed as follows, namely:

We, Jules Robinet, A. F. Healey, and William Parker, having an agreement with David Clarke, registered against the lands hereinafter described, hereby agree to sign a release of the same at any time on being paid the following amounts:—

Jules Robinet, \$47; A. F. Healey, \$404, and William Parker, \$404.

I have underlined "at any time."

These sums of money with a proper release to be executed have been duly tendered to defendants. It should be mentioned, too, that before the execution of the option referred to, the defendants had frequently expressed dissatisfaction with the syndicate arrangement and a desire to put an end to it and get back the moneys they claimed to have advanced the plaintiff in connection with it. For some time, too, they had left the payment of taxes and other management and control solely to the plaintiff.

It is alleged in the statement of defence and was stated at the trial that Robinet had sold out his interest to one Leo Page, but no assignment or transfer was put in evidence. The defendants at the trial again expressed their desire to be done with the syndicate arrangement, and their willingness to release the plaintiff's land, but only upon the condition that the plaintiff would convey, pursuant to the option above referred to. I have declared by a judgment just handed out, in a suit of Leo Page and Jaques versus this plaintiff, that the option in question is not binding upon him; and I cannot perceive that the defendants have a right to concern themselves in this matter in any way whatever. It was argued that Page and Jaques should be parties to this action; but that question was settled by an interim order of the local Judge. Besides this, it is said that Jaques had assigned to Page, and Robinet says he executed the agreement to release upon the instructions of Page. The syndicate agreement provided for personal services; and Page could not, by assignment, take the place of Robinet. Page might per-