

in the city of Stratford described by metes and bounds. Plaintiff was in the service of the Grand Trunk Railway Company at Stratford, and defendants were two sisters, dress-makers, carrying on business there. Defendants had been to see the property in question, which was occupied by plaintiff and his wife. The price asked was \$1,600. Defendants were told that plaintiff would reserve the rear ten feet of the lot for a right of way to another part of the same lot. After this defendants went to the house in the evening, when plaintiff was at home, and his son-in-law, a solicitor, was present. Plaintiff said his price was \$1,600, but that he would allow defendants \$25 off for the ten feet. Defendants said that \$25 was not enough. Plaintiff said he would not fence off the ten feet so long as defendants would give him another right of way, which was then actually used, across the parcel defendants were negotiating for—that they might use the buildings upon the ten feet as long as he had the use of the other right of way. The solicitor had drawn up an agreement for the sale of the land, excepting the ten feet, for \$1,600, and containing no provision entitling defendants to use the ten feet at all. This agreement was read over to defendants carefully that evening, and was signed by defendants on a subsequent day. Defendants refused to perform it. Plaintiff tendered them a conveyance of the property, deducting the ten feet, the price mentioned being \$1,600, but at the time of tendering it informed defendants that he was willing to accept \$1,575 in full. Defendants asked reformation of the contract.

J. P. Mabee, K.C., for plaintiff.

G. G. McPherson, K.C., for defendants.

STREET, J.—The defendants by executing the agreement in question, must be taken to have done so understanding that they were accepting the offer made to them by plaintiff, viz., that he should allow them \$25 off the purchase money in consideration of the reservation of ten feet, and that the ten feet should not be fenced off nor interfered with in any way by plaintiff, so long as defendants were willing to allow him a right of way across the premises they were buying, and that defendants should be at liberty during that period to use the outbuildings upon the ten feet, but that defendants might at any time put an end to the right of way over their land, and that upon their doing so plaintiff should thenceforward have an exclusive right to the ten feet. . . . If plaintiff is willing to accept judgment for specific performance of the agreement with this variation, judgment will go