

On the 3rd December plaintiff's solicitor asked for, and on the 17th December received a draft deed. There was a good deal of correspondence, and there were many conversations in regard to certain restrictions to be embodied in the conveyance or to be provided for by separate agreement. On the 18th December defendants' solicitors asked for return of draft deed at earliest convenience, stating that it was a matter of much importance to have sale closed. On the 23rd December defendants' solicitors wrote again, principally about restrictions, but again asked for return of draft deed and approval of it. On 3rd January plaintiff's solicitor returned draft deed approved, and on the 6th January defendants' solicitors answered requisitions on title.

On the 9th January defendants' solicitors wrote to plaintiff's solicitors as follows:—

"Referring to the many interviews we have with reference to the restrictions herein, we enclose herewith further draft deed which contains the whole of the restrictions agreed upon by your client Mr. Walker, when the sale was arranged for. We have gone over these restrictions, and our clients tell us that they are absolutely correct in form, and they further tell us that your client will endorse them in the form in which we have put them. This matter has hung fire now for a very long time, and we must have this deed returned either approved or not before Saturday morning, as if it is not approved in the form in which we have drawn it, our clients will not carry out the sale."

The draft deed was not returned on the Saturday and defendants' solicitors on Monday the 13th January, wrote again to plaintiff's solicitors postponing the time for return of draft deed until the following Thursday. Plaintiff's solicitors wrote to defendants' solicitors on Wednesday the 15th January, but the letter had reference to restrictions, rights of parties, etc. After that letter, the parties were at arm's length. On the 20th January plaintiff's solicitors wrote to defendants' solicitors, and for the first time raised the question that the description of the land should give to the plaintiff a depth of 140 ft. on eastern limit. The defendants did not consent to this, and negotiations as to other details continued. The conveyance was executed, and on the 21st February plaintiff's solicitors wrote stating that the conveyance must be amended so as to make the description conform to plaintiff's contention. They said that Mr. Walker insisted