

A deed of the property was prepared by Mr. E. L. Girroir, barrister, who had to a certain extent been acting for both parties; and was duly executed in his presence by the tenant, the vendor; and upon executing the deed the solicitor paid the grantor \$400, acting for the purchaser. He had the property at one time, shortly before this, for sale; he was asked by the agent to find a purchaser.

The tenant says in her evidence on this enquiry that she had been informed by her agent that the purchaser was lending the money, \$400; and upon its being repaid he would reconvey the property to her; that she understood she was signing a mortgage when she signed the deed. Dr. Ronan, the agent, in his evidence says that the landlord agreed to lend his sister the \$400 to be repaid during the coming summer; that the deed had been executed with that understanding. The landlord swears positively that there was no such understanding or agreement; that there was no mention made, during the negotiations, of a mortgage for the loan; that the money was not agreed to be given as a loan, and that there was no agreement to repay it; and that the deed was not taken by him by way of mortgage therefor. I believe the evidence of the landlord as to the contract or bargain and sale, namely, the offer to sell to the landlord by the tenant through her agent, properly authorized in that behalf, the lots of land and premises described in the deed thereof and produced in evidence herein; and that the offer was accepted by the landlord. He paid the consideration money agreed upon, \$400, and has since paid the two mortgages and got releases of them, which releases were also produced in evidence. The amount paid by him on these mortgages was \$1,709.05, which added to the \$400, make the total amount of \$2,109.05. He paid the Sweet mortgage ten days after he purchased the property. He paid the Canada Permanent Mortgage Corporation's mortgage, \$994.66, and got a release of it on the 17th of April, 1909. Total, \$2,109.05. The \$9.05 may be counted as accruing interest, and expenses in remitting the money due on the latter mortgage; so that the price of the land may be put down at \$2,100. This is in the vicinity of what the tenant would accept for the property—so far as I can gather from the evidence. The landlord went to the residence of the tenant to see her during the negotiations for purchase and before he got the deed. He was met by her agent, to whom he told that he wanted to see his sister about the