

deed was accepted, and to him the mortgage was delivered and money paid. Plaintiff unfortunately did not ask assistance from any solicitor. He was in conference with Mr. Ostrom, but the latter says he did not act for plaintiff, although when Mr. Bleasdell told plaintiff that Mr. Porter said plaintiff had waived his right to an abstract of title, and had accepted the title, Mr. Ostrom told plaintiff he did not think that was correct. . . . Plaintiff did not then insist upon abstract or any other evidence of title, but relied upon Mr. Bleasdell's statement that defendant had a good title.

Plaintiff was pushed, if not improperly, certainly strenuously, to completion, but he is a business man, and was within reach of all necessary legal assistance. He voluntarily went to Trenton to carry out the purchase, and chose to rely upon what Mr. Bleasdell said. I think Mr. Bleasdell acted in good faith, and did not knowingly represent anything other than as he thought it to be.

I am of opinion, and so find, that plaintiff did not at first intend to buy anything more than "the Fones property," and he had no accurate idea of just where the limits of that property were. He frankly states that he did not know its lake frontage, and, apart from Mrs. Fones, Mrs. Whittier, and defendant, no witness knew the exact eastern limit of it. Defendant did not intend to sell anything more than "the Fones property," and she did not intend to sell or to induce plaintiff to think that he was purchasing any land to the east of what was called the old "dilapidation" fence, now on the ground. . . . Plaintiff, in my opinion, at first supposed, even if he did not know, that the eastern limit of "the Fones property" was the old fence.

When plaintiff heard the description read, and when Mr. Bleasdell attempted to point out the property on the place, plaintiff appeared to think that the description included land farther east than defendant owned, and he called attention to the fact of there being a fence to the west of where this description carried the eastern limit. Bleasdell, who then knew nothing personally of defendant's holding, thought the description correct, and so stated. This description in deed and mortgage was prepared by Mr. Bleasdell under circumstances given by him at the trial, he attempting to get from the old conveyance a proper description of the land which