

scribing witness. McAlary says that when the lease was prepared by him he and the other defendant went to the plaintiff's home, that he read it over to her precisely as it is now except her second name was not in, that he omitted nothing from it, that he handed the plaintiff the lease and told her to read it over for herself and see that everything was right, that she had it in her hand for fully fifteen minutes. She objected to the renewal and said she wouldn't sign it at all. The defendants then said they could not take the premises on any other condition, because there was a lot of repairs—that Estabrooks got up to go out, saying it was no use. They then offered to leave the lease with her, to take her time and look it over. When Estabrooks got up to go out the plaintiff said she might as well sign the lease now as ever. McAlary said "you need not sign it now if you don't want," that he did not want her to sign it, if it was not right. Estabrooks then went out and brought back his father as a witness and after he came, the lease was again read over just as it is, omitting nothing, that the plaintiff and others said it was satisfactory. The plaintiff went and got the ink, her middle name was inserted where necessary and the parties executed it. McAlary then told the plaintiff that he would give her a copy later on, to which she replied "all right, any time." This witness also states that just before signing the lease the defendant Estabrooks asked her if she had given Watson and Goddard notice to quit. They then occupied the barn and warehouse, and she said she had and added: "Whether you lease the premises or not they have to go because they are not paying the rent." The defendant Estabrooks, previous to his going into this business, was in his father's employ at Gagetown. He says that he came down to St. John about the 10th of January when he and McAlary inspected these premises with a view of making the plaintiff an offer. After they had gone over the buildings they made her an offer of \$150 for the two stores, the buildings in the rear and barn and shed, that is the premises mentioned in the lease. She wanted \$200. They then told her they could not see their way clear to give it and she wanted to know if they wouldn't think it over, which they agreed to do. Five years was the time mentioned. After talking the matter over they concluded to offer \$175. He went home and about the latter part of the month he heard from McAlary and by appointment he came to St. John on the 3rd of February, his father accom-