

In the circumstances, the whole transaction should be vacated—the mortgage cancelled, the deed set aside, and the land vested again in the defendant subject to a charge for \$900 cash paid.

It is better, all things considered, not to give damages, but to set off claims for occupation rent against these, so that upon payment of \$900 the possession is to be given up by the plaintiff; and, subject to what may be said, I would fix the 1st April as the date for this payment and delivery of possession.

The plaintiff is also entitled to costs of action.

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