

BRITTON, J.:— . . . Plaintiff, who is a druggist carrying on business in Wellington, supposed that defendant owned and was willing to sell a parcel of land in that village. This parcel was commonly called "the Fones property." Plaintiff on 1st January, 1906, sought and obtained an interview with defendant at her own residence in Trenton. Plaintiff called it "the Fones property," asked defendant if she would sell, and her price. Defendant said she would sell for \$2,500. As a result of negotiation, defendant agreed to accept and plaintiff agreed to pay \$2,300 for this property, \$500 cash and the balance in 6 years, with interest at 6 per cent. per annum. Nothing was said about a mortgage for unpaid purchase money. Having arrived at this point, defendant said, "I suppose I can go ahead and get the necessary papers made out," and plaintiff said "Yes." All this was oral. On the following day plaintiff wrote to defendant saying that defendant could prepare the papers and send them to plaintiff, and asking if the \$500 were wanted immediately, or if 1st May would be time enough, and also asking that the price be kept as a secret between them, as he did not want outsiders to know what he was paying for the property. Defendant did not agree to give time for the \$500, but instructed her solicitor, Mr. Bleasdel, of Trenton, to prepare deed and mortgage. On 4th January defendant telephoned plaintiff that papers were ready, but plaintiff had then repented, and he refused to go on, but offered to pay the expense of preparation of papers. Defendant would not listen to any such proposition, but insisted upon plaintiff carrying out the purchase, and she at once took very active measures with a view to compelling plaintiff to do so. On 5th January defendant sent Bleasdel down from Trenton to Wellington with a deed which she had executed and with the mortgage to be executed by plaintiff, and she placed the matter in the hands of Porter & Carnew, solicitors in Belleville. On 5th January plaintiff refused to accept deed or to execute mortgage. On 6th January Porter & Carnew wrote to plaintiff threatening proceedings, etc. On 8th January plaintiff decided to carry out the purchase, and so wrote to Porter & Carnew and to defendant. In plaintiff's letter to Porter & Carnew he says: "I presume your client has a good title and will furnish an abstract of the same." On 9th January, notwithstanding plaintiff's letter, Porter & Carnew issued a writ for specific performance. The completion of the matter was left with Mr. Bleasdel, and from him the