

mortgage upon defendant's property, to wit, \$16,000. This application was made through a different agent to another party, proving again that defendant either paid no attention to the application made, or did not realize the importance of the declaration she was making.

Did plaintiff procure the loan from Fuller, and would defendant have received it, had her property been in the condition represented in the application which was made for the loan? Of this there can be no doubt. Fuller, in his evidence, states that he had the money, kept it for some time, was anxious and willing to lend it, but was precluded from so doing from the fact that there were two more mortgages upon the property than defendants had stated, and he would not lend the money unless different arrangements were made.

Plaintiff had complied with his part of the contract when he had procured Mr. Fuller who was willing to advance the \$21,000 upon the terms and conditions mentioned in plaintiff's exhibit no. 1. Who was to blame if the loan was not effected? Certainly not plaintiff, who had fulfilled his part of the contract, but rather the defendant who, by her application, had mislead Fuller as to the amount of mortgages upon her property. Defendant, in her letter to Mr. Dyer, admits that plaintiff had arranged for the loan of \$21,000, and there is therefore no conclusion to be drawn but what the plaintiff, in accordance with the terms and conditions of defendant's application, procured the sum of \$21,000, and if the loan was not effected or completed, the fault or blame could not be laid at the door of plaintiff. Plaintiff had negotiated the loan and it is plainly prevent by the evidence of defendant herself and her letters and conversation, and her evidence in the matter must fully confirm the fact that she was put in default.

V
I
n
f
P
c
c
j
P
f
h
a
t
v
c
p
t
r

A

r
r
a
-