

ing of the parties to it that the defendant would never be called upon to pay the principal money, and that it would be discharged by the will, or liquidated by a provision of the will.

I find too that the mortgagee stated that the defendant was to have the furniture, and that several years' service was rendered upon this understanding. I find that the mortgagee upon more than one occasion represented to the defendant, and upon one occasion to the defendant's wife, that he had, at a date later than the date of the mortgage, increased the provisions of his will in favour of the defendant, and that the defendant continued in the service of the mortgagee relying upon these assurances and expecting to be fully compensated at the death of the mortgagee. There is no specific evidence as to the value of the furniture; but, having regard to the financial and social position of the mortgagee, the furniture of his four rooms in Ottawa would probably be worth at least \$500 or \$600. The defendant appears to have regarded it as equivalent to his estimate of four years' service—that would be about \$1,000—but there is nothing definite upon this point. I am, therefore, clearly of opinion that the defendant is entitled to be remunerated for his services in some way; and, leaving out for the moment the question of the defendant's rights as a matter of law, that the actual value of the services performed far exceed the principal and interest of the mortgage, even as made up by the plaintiffs in the statement of claim. If I accept the evidence of Mrs. Berube—and her evidence appeared to me to be candid and trustworthy—the mortgagee estimated the value of the defendant's services down to 1905 or 1906 at \$3,000 or more.

There are decisions to shew that specific performance is not, generally at all events, the proper remedy. It would serve no useful purpose to collect here the cases distinguishing between mere hope or expectation and cases based upon representations as to existing conditions, and I refer only to the statement of the Lord Chancellor in *Maddison v. Alderson* (1883), 8 App. Cas. 467, at p. 473.

The case I have to deal with is one in which there was a distinct representation as to alleged existing conditions affecting the defendant, a contract induced by these representations, and deferred payment consented to upon the faith of the continuance of these conditions—conditions all within the control of the mortgagee. Entirely concurring then in the undesirability—the practical impossibility—of the Court, by way of specific performance, substituting a verbal bargain for the authenticated