

1875. tracted with *James Shouldice*, Sr., for the absolute purchase in fee simple free and clear from all incumbrances whatsoever, of the east half of lot 34, in the 1st concession of Elderslie, containing fifty acres. That the said *Donald Boyd* had agreed to pay therefor \$300 in hand paid down at the time of the signing and sealing thereof. That *James Shouldice*, Sr. had agreed to execute a good and sufficient deed in fee simple of the said lands, within twelve months from the date of the instrument, to the said *Donald Boyd*; ("And whereas also the said above bounden desires that the said lands above mentioned shall, after the death of the said *Donald Boyd* and *Mary Boyd*, his wife, go to the male issue of the said *Donald Boyd* and *Mary Boyd*, in regular descent.") and was subject to a condition to be void if "the said *James Shouldice*, Sr., his heirs and assigns should by a good and sufficient warranted deed in fee simple convey and assure unto the said *Donald Boyd*, his heirs and assigns forever the said premises free and clear from all incumbrances whatever."

Statement.

The bill alleged that the twelve months were named to enable the obligor to discharge a mortgage then on the land; that *Donald Boyd* went into possession of the land, and made some improvements on it. That upon his death, in 1865, *James Shouldice*, Sr., wrongfully took possession of the cleared portion, and had retained it till he gave it to his son, *James Shouldice*, Jr., the other defendant, to whom he had conveyed the land; and charged *James Shouldice*, Jr., with notice both through the registration of the bond and full notice otherwise.

The defendant *James Shouldice*, Jr., alleged that *Donald Boyd* was permitted by *James Shouldice*, Sr. to live on the land, but he claimed no ownership, and that the said *James Shouldice*, Sr., made the improvements; that he believed the bond set out in the bill was never