

estate for \$2,800, with interest at 5 per cent., and a chattel mortgage payable at \$25 a month, with interest at 5 per cent., for the balance of the purchase-money. It contained neither of these. The plaintiff brought this action for payment of the balance of the purchase-money as though the same were payable to him, under the terms of the agreement, in cash. Such was not the true agreement between the parties; and, on a strict view of the case, the action failed. The defendant resisted payment, but said in effect that, if the plaintiff was willing to accept the rectification of the document so as to conform to the true agreement, he (the defendant) was willing to carry out the purchase. If the plaintiff declined to do this, the action would be dismissed with costs. If he consented to this, the agreement would be rectified, and the parties should carry it out as rectified. The value of the dynamo should be fixed at \$25; and the sum due to the plaintiff, to be secured by chattel mortgage, fixed at \$1,561.96. The plaintiff's claim to a penalty of \$500, under the terms of the agreement, for the defendant's failure to carry out the agreement, should be dismissed. No costs to either party if the rectification is accepted by the plaintiff. J. L. Killoran, for the plaintiff. L. E. Dancy and Dudley Holmes, for the defendant.