

a conveyance in fee simple, subject to the two mortgages, to his wife. The defendants lived together, occupying this land. On the 13th March, 1908, the plaintiff negotiated with the defendant J. B. Longtin for the purchase of the east half of the west half for \$3,200. The plaintiff was to assume the first mortgage for \$2,800 and give his promissory note for \$400. Nothing was said about the mortgage to Magee. The defendant Zepherina Longtin was present during the whole of the negotiation, and assented to it. When the parties had arrived at an agreement they went on the same day to a local conveyancer, who at once drew a deed of the east half of the west half, assuming to convey it to the plaintiff, the defendant J. B. Longtin being named as grantor and his wife as a party only for the purpose of barring her dower. This was executed by both the defendants. It was understood that possession was to be given to the plaintiff on the 1st April, 1908. The note was made payable to the defendant J. B. Longtin or order, and signed by the plaintiff. The defendant J. B. Longtin took the note, and the plaintiff the deed. When the plaintiff came for possession, it was refused.

On the 10th August, 1908, the defendant J. B. Longtin wrote to the plaintiff that, as the contract was bad, he had no right to collect the note. On the 17th August the defendants' solicitor wrote to the plaintiff calling attention to the fact that the defendant J. B. Longtin was not, but his wife was, the owner, and expressing a willingness on her part to execute a proper deed, upon the plaintiff fulfilling all conditions. The conditions referred to were discharging the west half of the west half from the \$2,800 mortgage and paying the \$400 in cash. The defendants insisted that it was one of the terms of the bargain that the plaintiff should have the west half of the west half discharged from the \$2,800 mortgage. The plaintiff did not answer either letter. The defendants alleged that the plaintiff distinctly abandoned his purchase. The plaintiff denied this.

Early in September, 1908, the plaintiff, finding the house on the east half unoccupied, took possession and put a padlock on the door. During the following night the defendant J. B. Longtin broke the lock and regained possession, which he retained to the exclusion of the plaintiff.

The plaintiff asked for rectification of the deed of the 13th March, 1908, by substituting the name of the defendant Zepherina Longtin for that of the defendant J. B. Longtin as grantor and eliminating the dower clause, or for specific performance of an alleged agreement to sell the east half to the plaintiff, or for damages.