at the same time delivered to the vendor, "the receipt whereof he did thereby respectively acknowledge, and that the same were in full satisfaction for the absolute purchase" of the property. It seems to have been considered that if some such evidence had not been given, the form of the deed would be binding. As I understand the law, the form of the deed is what must alone be looked at to declare the intention of the parties, unless, by some evidence dehors the deed, the parties can shew that the real nature of the contract was different—and such evidence must be received and considered.

In the present case I cannot see that the parol evidence assists the plaintiff's position, but rather the reverse. Looking at the deed alone, the consideration is explicitly "the sum of $200 . . now paid . . the receipt whereof is hereby . . acknowledged, and in further consideration of the several covenants, promises, and stipulations hereinafter set forth, to be kept, done, and performed by the said parties of the second part or their heirs and assigns . ." It seems to me that here the parties themselves have fixed the consideration as being part in cash and part in promise—not all in money—with a collateral agreement to pay such part thereof as may not yet have been paid. If this conclusion is sound, no vendor's lien ever attached. And I do not think that the case of the plaintiff is advanced by the fact that in the recitals the sum of $500 is spoken of as "additional consideration for said land, making in all $700 therefor"; the covenant for payment has the same expression in effect "as an additional consideration of said land, making in all therefor the sum of $700."

From an examination of the deed, together with (and perhaps without) a consideration of the circumstances surrounding the making of it, it seems manifest that $200 was considered about the value of the land taken along with the detriment to the plaintiff, so long as the original grantees held the land themselves, and used and operated the railway expected to be built in the manner the plaintiff thought they would, and did not fence it in. No doubt, there was a good deal of talk about the manner in which the railway would be operated. Whether this was so or not, it seems to me obvious that the parties looked upon the $200 as the price of the property. Then, to prevent the property being fenced, a covenant is taken that it shall not be fenced without written permission, and that, if fenced, $500 shall be paid to the plaintiff. Can it be said that this $500 is in reality part of the purchase price, the "purchase money." To prevent