

titled to "complete possession." The plaintiff did not tender the money to the defendant or her solicitor at any time, and he did not have the money in his possession either on the 1st April or the 8th April. The defendant was to convey on payment of the money, and until she received it she was not bound to convey, much less to give up possession. The defendant did not waive her right to have the money first paid. Action dismissed without costs. W. S. Herrington, K.C., for the plaintiff. H. E. Rose, K.C., and U. M. Wilson, for the defendant.

STROTHERS v. TAYLOR—SUTHERLAND, J.—JULY 4.

Contract—Sale of Land and Business—Dispute as to Price and Mode of Payment—Parol Evidence—Rectification of Written Agreement—Costs.]—Action to recover the balance alleged to be due by the defendant to the plaintiff of the purchase-price of the plaintiff's land, buildings, stock, fixtures, and business as a baker and confectioner in the village of Blythe, in the county of Huron, pursuant to an agreement entered into on the 20th October, 1910, reduced to writing by a local conveyancer, and executed by the parties. The price was \$4,000, and, in addition, certain articles were to be purchased by the defendant "at a fair valuation." A valuation was made by two appraisers, but a certain dynamo, according to the evidence at the trial, was omitted from the valuation. The parties were at variance as to this and certain other matters up to the time of the trial of the action, but an agreement was reached as to some of the items, and at the trial only the price of the dynamo and the manner of payment of the purchase-price were in dispute. The plaintiff was willing to accept \$40 for the dynamo, but the defendant would give no more than \$25. Parol evidence was admitted to shew the situation of the parties at the time the agreement was made and the circumstances under which it was made: *Christie v. Burnett*, 10 O.R. 609. SUTHERLAND, J., said that the evidence satisfied him that the document executed by the parties did not contain the whole of the agreement between them. It was undoubtedly an agreed term that the plaintiff was to accept from the defendant security by way of chattel mortgage for the balance of the purchase-money after giving credit for the cash paid and a mortgage upon the land. The agreement should have contained terms to the effect that the plaintiff was to accept as part payment a mortgage on the real