

of the purchase-money, but had not been able to make the further payments required; and the agreement with the defendant was entered into for the purpose of assisting them to carry out the prior agreement. By it they agreed to transfer all their interest in the Saskatchewan lands to the defendant, and he agreed to arrange with the land company for such payments as would postpone the payment of the balance of the principal and interest then due, etc. The learned Judge finds, upon the evidence, that the writing of the 5th March does not contain the true agreement between the parties; that the plaintiffs were misled by the representations of the defendants when they signed the document; that the defendant had failed to live up to the terms of the true contract; and that he had improperly endeavoured to secure their signatures to a document dated the 7th June, 1909, which would have had the effect of altering the contract. Judgment for the plaintiffs, with costs, setting aside the agreement of the 5th March, and directing the defendant to deliver up a promissory note for \$5,850 bearing the same date, the cash and notes received by him in connection with sales of land, and all other documents received from the plaintiffs relating to the lands. H. Cassels, K.C., for the plaintiffs. C. A. Moss, for the defendant.
