

overruled where the contract was declared on and referred to in the statement of defence, and identified by the mayor on the application for the reference by the defendant and made part of the defendant's material, and treated as the contract throughout the whole reference, and upon which large sums of money had been paid under by-laws passed therefor.

An application for leave to amend so as to set up such objection was also refused.

Plans and specifications—the latter being divided under the headings "notes," "conditions" and "specifications," all bound up together and forming one document—drawn up for the erection of the said buildings, and, on the execution of the contract, and endorsement, initialled by the contractor and mayor, was made on the specifications stating that they were those referred to in the contract, must be read together as constituting one entire contract.

*Watson*, Q.C., and *Allen*, for plaintiffs. *Aylesworth*, Q.C., and *Labelle*, for defendants.

Divisional Court.]

COOLIDGE v. NELSON.

[March 17.

*Will—Annuity—Agreement constituting charge on land—Necessity for registration—Notice—Registry Act.*

The testator by his will directed his executors to pay his widow an annuity for the support and maintenance of one of his sons until he became of age; but, if there was not sufficient funds therefor, it was to be a charge on separate parcels of land severally devised to three of his other sons. There were sufficient funds in the executors' hands for the payment of this annuity, but by an agreement, for valuable consideration, made between the widow and the said devisees of the lands, it was agreed that the annuity should not be paid out of such moneys but should be a charge upon such lands, the intention being that such moneys should be kept in hand for the payment of a legacy to be paid to the first named son on his attaining his majority. A sale was subsequently made by one of the sons of the parcel of land devised to him, the purchaser being informed as to an agreement having been entered into but being at the same time told that it in no way affected the land, but merely created a personal obligation to pay the annuity, he made no further inquiry with regard to it.

*Held*, that the purchaser could not be deemed to have purchased the land with notice of the contents of the agreement so as to be affected thereby.

Notice at law and under the Registry Act discussed.

*Shepley*, Q.C., for appellants. *Aylesworth*, Q.C., contra.