

A doubtful title cannot be forced on an unwilling purchaser: *Alexander v. Mills*, L. R. 6 Ch. at p. 131. Motion dismissed with costs.

M. J. Gorman, Ottawa, solicitor for vendor.

D. L. McLean, Ottawa, solicitor for purchaser.

Moss, J.A.

FEBRUARY 21ST, 1902.

C. A.-CHAMBERS.

KIDD v. HARRIS.

Leave to Appeal—Special Circumstances.

Thuresson v. Thuresson, 18 P. R. 414, referred to.

Application by defendants J. & C. Harris for leave to appeal from the decision of a Divisional Court (22 C. L. T. Occ. N. 25) affirming (for different reasons) the judgment of FERGUSON, J., at the trial in favor of plaintiff in an action to establish the will of Hebron Harris, deceased.

H. M. Mowat, K.C., for the applicants.

G. E. Kidd, Ottawa, for plaintiffs.

A. Mills and J. H. Spence, for the other defendants.

Moss, J.A.:—Although the applicants have the judgment of two tribunals against them, they have the opinion of one Court only in respect of either branch of the case, and as the value of the estate is large, and as the consequences of the decision of the Divisional Court to the applicants in relation to their status and position are most serious, sufficient special circumstances have been shewn to entitle them to obtain the opinion of this Court upon the case. Security should not be dispensed with: see *Thuresson v. Thuresson*, 18 P. R. 414. Order made for leave to appeal upon the usual terms. Time for giving notice of appeal extended for two weeks. The appeal to be entered for argument at the next sittings. Costs in the appeal.

FEBRUARY 22ND, 1902.

DIVISIONAL COURT.

FRASER v. GRIFFITHS.

Mechanic's Lien—Registered Owner—Contract With—Transfer of Property after Registration of Lien, &c.—But Pursuant to Previous Agreement—Notice—Parties.

Appeal by defendants Griffiths, Davidson, and Ray from a judgment of the Judge of the District Court of Rainy River in a mechanic's lien action, declaring the plaintiff entitled to a mechanic's lien upon certain land for \$844 debt and \$185 costs, and ordering the lands to be sold in case of default of payment, and that the defendants Griffiths and Davidson should pay the deficiency on such sale, if any, and