

brought the company into the jurisdiction and the documents being within the jurisdiction.

*Held*, also, that the laches of the company had not been so great as to disentitle them to the relief claimed, and the charge of collusion between the company and the transferor was not sustained.

*Held*, also, that the transferee was entitled to have preserved to him any claim he might have for damages against the company.

*A. W. Holmsted*, for the applicants. *W. R. Smyth*, for the claimant Eldred. *C. A. Moss*, for the claimant Weekes.

Ferguson, J.]

FENWICK v. WHITWAM.

[Jan. 17.

*Mortgage—Power of sale—Notice of exercising—Sufficiency—Service—Persons entitled to notice—Agent—Registration of notice—Statutes.*

A contract for the purchase and sale of land was made in 1895. In an action brought by the purchaser there was a decree for specific performance and a reference as to title, upon which it appeared that the vendor was professing to sell under power of sale contained in a mortgage.

The notice of sale was addressed to the mortgagor, then resident abroad, G. A. M. (as his agent), E. M. and W. M., J. M. and J. A., and said: "I, C. W., hereby give you notice," etc. It was dated and signed by the solicitor for the mortgagee.

*Held*, that on its face it was a sufficient notice.

It was shewn that G. A. M. was acting generally as agent of the mortgagor in respect of the mortgaged lands, and other matters. The agent accepted service for the mortgagor, saying in his acceptance that he was the mortgagor's agent in Canada for the mortgaged property. This notice was forwarded by the agent to the mortgagor, and received by him in due time, and he never made any objection to it or to the service.

*Held*, that the service was effective.

J. M. and J. A. were subsequent mortgagees who had assigned their mortgages to G. A. M., who accepted service of it for them, saying in his acceptance that he was the assignee of their mortgages. The assignment to him was not registered.

*Held*, that J. M. and J. A. were not entitled to notice.

The notice was not served upon E. M. and W. M., but the evidence shewed that their mortgage was paid and satisfied.

*Held*, that they were not entitled to notice.

*Held*, also, that the notice was a good notice to G. A. M. in respect of all claims that he might have or profess to have in the matter.

*Held*, lastly, that, owing to the provisions of s. 8 of 63 Vict., c. 19, the provisions of sub-s. 5 of s. 6 of 62 Vict. (2), c. 16, providing for registration of notice of sale, did not apply to this case; here the sale was