plaintiffs in this action, with leave to the defendant (should it be desired) to amend upon payment of costs. At the bar we had the voluntary statement of the Attorney-General, on the part of the defendant, to uphold the 'legal and constitutional rights of the Crown,' that with regard to those who had suffered loss, there could not be the the remotest doubt but that inquiry would be made and that compensation would follow. It is to be hoped, therefore, that it will be found unnecessary to prolong the litigation in the present case."

PRIORITIES UNDER REGISTRY ACT.

The writer of the observations on the cases of *Brown* v *McLean* and *Abell* v. *Morrison*, to which we referred *ante* p. 98, has discarded his *nom de plume*, and in the April number of the *Canadian Law Times* has again returned to the charge. It is perhaps not surprising to find that we have failed to convince him of the soundness of those decisions, when the reasons assigned by the Court failed to do so. Perhaps he will excuse us for saying that he also has equally failed to convince us that the position which we took is erroneous. He considers that the principle of resulting trust cannot be invoked to support the decisions (1) because the transaction was a loan, and for this he cites two passages from text-writers, and (2) because "resulting trusts arise, in such cases as the present, only by the intention of the parties." We may observe that the first reason assigned is somewhat inconsistent with the second, for while reason No. 1 broadly asserts that a resulting trust cannot arise at all in the case of a loan, reason No. 2 admits that it may arise in cases of loans, but depends on the intention of the parties.

As regards the first reason, and the passages from the text-books, we may observe that the latter do not really cover the ground for which they are cited. It has not been alleged that if A. lends B. money, and B., without any bargain or stipulation of any kind with A. as to the use he is to apply it to, lays it out in the purchase of land or payment of incumbrances, there is any resulting trust in favor of A. The proposition that is made is quite different from this. A. lends money to B. with the express stipulation that it is to be applied in payment of incumbrances, and on the clear understanding that the payment is to be for A.'s benefit and not for B.'s. We do not think the passages from the text-books can be construed to mean that in such a case as that no resulting trust can arise. To suppose that B. could receive the money and procure the mortgage estate to be reconveyed to him and hold the property discharged therefrom as against A., seems to us a proposition so contrary to natural justice that we confess that it is with some surprise that we learn that it is even considered open to argument. In *Brown* v. *McLean*, as we pointed out formerly, and established, we think, by reference to decisions, the rights of the execution creditor depended on the rights of his execution debtor; this position is but faintly attacked. The real question, we maintain, in that case therefore was: Could the execution debtor be heard to say that he was entitled to hold the property discharged from the mortgages? If he could not, as we think he manifestly could not, then it is idle to say that