the defendant Day, who joined in the deed to bar her dower, and who was also a defendant in this action, swore that she became aware of the error when she read the deed before she signed it. She was not a party to the contract for sale, although she knew of it and did not disapprove. She now insisted that she was not bound to execute a rectifying document. The plaintiff was entitled to his remedy against the defendant Charles B. Day, who had no justification for a refusal to complete the sale agreed upon. Judgment directing that, if the defendant Charles B. Day shall fail, within 10 days, to execute and deliver, at his own expense, a proper conveyance to the plaintiff in fee simple, also executed by his wife for the purpose of barring her dower, of the 50 acres in question, the right, title, and interest which on the 20th July, 1915, the said Charles had, and the right, title, and interest which he now has, in the 50 acres, shall be vested in the plaintiff, and directing a reference to the Local Master at Brantford to ascertain the value of the dower interest of the defendant Ada Day in the land, and for payment by the defendant Charles B. Day of the amount when so ascertained. The defendant Charles B. Day to pay the costs of the action; the costs of the reference to be paid by both defendants, subject to any direction which may be made on the application of either party after the reference, by KELLY, J. W. S. Brewster, K.C., for the plaintiff. S. Alfred Jones, K.C., for the defendants.

SMITH v. JACOBS—KELLY, J.—APRIL 6.

Mortgage — Foreclosure — Appropriation of Payments — Principal and Interest — Insurance Premium and Interest in Arrear —Mortgagors and Purchasers Relief Act, 1915.]—An action by a morgagee for foreclosure. The plaintiff alleged that there were arrears both of principal and interest, and that the defendants also owed, in respect of the mortgaged land, taxes and insurance premium down to the 15th May, 1915, the action having been commenced on the 9th June, 1915. The action was tried without a jury at Brantford. KELLY, J., in a written judgment, said that the defendants set up that several payments made on the mortgage should have been appropriated to interest, instead of principal, and that that would have had the effect of reducing, if not altogether wiping out, the arrears of interest till the time the action was brought: upon the evidence, the learned Judge said, effect could not be