

Ont.]

SCOTT v. SWANSON.

[June 24.]

*Assignments and Preferences Act, s. 11—Assignment by mortgagor—Foreclosure—Payment by assignee of judgment—Redemption.*

After judgment for foreclosure of mortgage or redemption judgment creditors of the mortgagor with executions in the sheriff's hands were added as parties in the master's office and proved their claims. The master reported that they were the only incumbrances and fixed a date for payment by them of the amount due the mortgagees. After confirmation of this report S. obtained assignments of the judgments and was added as a party. He then paid the amount due the mortgagees and the master took a new account and appointed a day for payment by the mortgagor of the amount due S. on the judgments as well as the mortgage. This report was confirmed, and the mortgagor having made an assignment for the benefit of creditors before the day fixed for redemption an order was made by a judge in Chambers adding the assignee as a party, extending the time for redemption and referring the case back to the master to take a new account and appoint a new day.

*Held*, affirming the judgment of the Court of Appeal, 13 O.L.R. 127 (sub nom. *Federal Life Ass. Co. v. Stinson*), that under the provisions of s. 11 Assignments and Preferences Act, the assignee of the mortgagor could only redeem on payment of the total sum due to S. under the mortgage and the judgments assigned to him.

*D. L. McCarthy*, for appellant. *H. Cassels, K.C.*, and *R. S. Cassels*, for respondent.

Ont.]

[June 24.]

CANADIAN PACIFIC RY. CO. v. GRAND TRUNK RY. CO.

*Specific performance—Tender for land—Agreement for tender—One party to acquire and divide—Division by plan—Reservation of portion of land from grant.*

By agreement through correspondence the G.T.R. Co. was to tender for a triangular piece of land containing 19 acres offered for sale by the Ontario Government and convey half to the C.P.R. Co. which would not tender. Division was to be