

should remain for a short time, holding the deed in the meantime as security for the balance of the purchase money. Refer to *Chinook v. Marchioness of Ely*, 4 DeG. J. & S., per Lord Westbury, at p. 646.

Judgment accordingly for plaintiff.

OSLER, J.A.

APRIL 21ST, 1902.

C. A.—CHAMBERS.

LAROSE v. OTTAWA TRUST AND DEPOSIT CO.

Contract—Board and Lodging—Bequest in Lieu of—Lapse—Leave to Appeal Refused.

Motion by defendants for leave to appeal from order of a Divisional Court, *ante* p. 210.

A. B. Aylesworth, K.C., for defendants.

J. E. Jones, for plaintiff.

OSLER, J.A.—On the whole, after much consideration, a great deal being able to be said, from the evidence, in support of either side, I think it was open to the trial Judge and the Divisional Court to draw from the evidence the conclusions at which they have arrived, and that there should be no further appeal. Motion dismissed with costs.

APRIL 11TH, 1902.

C. A.

ROCKETT v. ROCKETT.

Mortgage — Covenant — Agreement for Board in Lieu of Interest—Settlement of Claim not Binding where Administrator not Appointed.

Appeal by plaintiffs from judgment of MEREDITH, C.J., in action on a covenant contained in a mortgage made in 1883 by defendant to plaintiffs, his sisters, and their mother since deceased, to secure \$3,000, with a proviso that the mortgage was to be void on payment at the end of 5 years of \$1,000 to Mary Rockett, \$1,000 to plaintiff Mary Ann Rockett, and \$1,000 to plaintiff Agnes Rockett, with interest. Mary Rockett died in November, 1898, and plaintiff Mary Ann Rockett is her administratrix. The mortgage provided for payment of interest on interest and a compounding every six months. The defendant set up an agreement made at time of mortgage that so long as the mortgagees remained on the farm, and were supported by him, interest should thereby be considered satisfied, and