

been able to do so. An agreement signed by the plaintiffs and defendants recited the conveyance of the land to them "with the intention of selling the same as soon as favourable opportunity shall offer" and provided for the management of the land until sold or till the 1st July, 1917. The learned Judge (in a written opinion) said that the only question to be determined was, whether, in the circumstances, there ought now to be a reference for partition or sale of the land, or whether there was an express or implied agreement suspending the right to a partition until after the 1st July, 1917. The proper inference from the agreement was, that the parties did agree that the property should be sold without any attempt to partition, and that this arrangement was to continue at any rate until the 1st July, 1917. During this period the management under the agreement is to continue until a sale shall be made. If, before that, there should be a difference of opinion concerning the desirability of selling, and that cannot be worked out without a reference, a supplementary order may be made referring that question to the Master. In the meantime the proper thing to do is to order a reference to the Master for partition or sale under the Partition Act, but directing the Master not to enter upon the inquiry until after the 1st July, 1917, and to reserve to the parties the right to apply for a supplementary order upon a difference arising as above or in case there is any difference as to the proceedings that should be taken in respect of a sale. H. E. Rose, K.C., for the plaintiffs. W. N. Tilley, K.C., for the defendants.

STANDARD RELIANCE MORTGAGE CORPORATION V. BIETTE—
RIDDELL, J., IN CHAMBERS—MAY 22.

Mortgage—Actions for Foreclosure—Summary Judgment—Defences—Husband and Wife—Form of Judgment—Immediate Payment—Costs.—The plaintiffs brought six actions for payment or foreclosure upon mortgages made by the defendants Ellen M. Biette and Percy Biette, her husband, upon certain lands, the property of Ellen M. Biette. Affidavits were filed in which both defendants swore to merits, the husband that all the money had not been advanced, the wife that she was under the guidance of her husband and had no capacity for business. The Master in Chambers granted summary judgment, and the defendants appealed. RIDDELL, J., in a brief written opinion, said that from the examination of the wife the case was shewn to be the very common one of a wife placing all her business in the hands of her