

interest from the 1st October, 1905, and it was the duty of Lang out of his \$500 to reduce it down to that amount, as the mother was to receive the balance, \$1,000.

By 2nd August, 1905, as appears by written statement of said solicitors put in at the trial, all of said portion of said \$500 received by them had been paid out on behalf of Henry Lang or applied on costs due from him to them. In fact they had paid out in this way a trifle more than the \$475 they had received. Included in the amounts paid by them was one item of \$65.65, under date of the 3rd August, paid to Margaret Lang.

Henry Lang bought, on 10th August, 1905, from the defendant company under written contract a thresher and stacker and certain attachments, etc., for \$550 and agreed to pay that sum as follows: \$185 on 1st January in each of the years, 1906, 7 and 8. The contract contained the following statement:—

“I own $\frac{1}{2}$ interest lot No. 3 concession No. 7, township of Collingwood, County of Grey, Province of Ontario, 100 acres, valued at \$2,600, total incumbrance nothing.”

It also contains this clause:—

“Each of the undersigned purchasers hereby certifies that he is the owner with a good title of the real and personal property described below opposite his name, that such property is valued fairly and is unencumbered as hereunder shewn and no more, and each does hereby grant and charge his said property to said company as security for payment of the full indebtedness of the purchasers hereunder, provided that the said company on default of payment for one month may, on giving one month's notice enter on and lease or sell the said lands and other property. This agreement is made in pursuance of ch. 126 of R. S. O. (1897).”

Defendant company said that Henry Lang not having paid the instalment due to them on 1st January, 1906, under his said agreement, they began to make enquiries about him, and becoming apprehensive, on 14th April, 1906, registered their agreement.

Plaintiff Fee had applied to the Ontario Loan & Debenture Co. for a loan to enable him to pay the balance of \$1,000 payable by him under his agreement to purchase, and on 23rd April, 1906, executed a mortgage on the land in question to said company for \$1,800 and interest as therein provided. The deed to Fee already referred to, which had not