

ciation to whom, more than a year after they had become mortgagees of the property, a quit claim deed was made by one Macdonald, who was owner of or interested in the property before the mortgagor acquired title. The mortgage has since been discharged, but I think a quit claim deed should also be obtained from the association, so as to remove what otherwise might hereafter be set up as a cloud on the title.

As to the requisition that the vendor give title to a right of way of one foot six inches in width (instead of one foot five inches), the contract for sale does not expressly refer to this right of way nor its extent, nor it is shewn by survey or otherwise what is the width of the strip of land over which the purchaser is to have a right. In the absence of this information I am unable to say what is its width, or that the vendor is bound to give such right over one foot six inches.

The only matter remaining to be disposed of is, what are the terms of payment of the purchase money. On the argument it developed that since the contract was made the vendor had paid \$50 on account of the principal of the \$2,900 mortgage then on the property, thus leaving \$2,850 of the mortgage to be assumed by the purchaser; this with the \$50 deposit already paid, the further payment of \$550 to be made on closing the transaction, and the giving of the \$500 mortgage provided by the contract, removes any doubt about the manner of payment.

The question raised by the purchaser as to the terms of renewal of the existing mortgage is not one occasioning any difficulty of entitling him to reject the title.

There will be no costs of the application.