

the taxation of the costs of this motion (which he should be ordered to pay), pay to the plaintiff the said costs and the costs of the motion before Rose, J. In default of such payment, the defence should be struck out, and there should be judgment in the plaintiff's favour as asked in the statement of claim, with costs, and with a reference to the Master in Ordinary to fix the amount of alimony. G. Cooper, for the plaintiff. F. G. McKenzie, for the defendant.

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RE FORESTELL AND ROBISON—HODGINS, J.A.—OCT. 22.

*Vendor and Purchaser—Agreement for Sale of Land—Title—Deeds—Registration—Priority—Registry Act, sec. 52—Possession—Evidence.*]—Motion by William James Forestell, under the Vendors and Purchasers Act, for an order declaring that an objection taken by Herod Robison, the purchaser, to the vendor's title to land in the town of Campbellford, was not a valid objection. The motion was heard in the Weekly Court, Toronto. HODGINS, J.A., said that he did not think any order should be made on the material filed. Herbert Shore, who made an affidavit on behalf of the vendor, was the devisee of his father, Henry Shore, whose interest arose under a later deed said to have gained priority by earlier registration. Herbert was also executor of his mother, through whom the vendor claimed. He did not state how possession had gone, whether in his mother and himself as executor, or in the devisee Topper, who appeared to have conveyed the lot in question to Ashton in 1914. The father died in 1909 and the mother in 1903, and possession may have cleared up any question arising under the two deeds in question, which were both registered on the same day and at the same hour. Priority must depend wholly on the registration number attached by the Registrar, which, under sec. 52 of the Registry Act, R.S.O. 1914 ch. 124, is to be affixed after registration. A deed from Herbert would clear up any difficulty; and there was no reason why he should not give one. There should be no order at present, and no costs. Daniel O'Connell, for the vendor. J. A. Humphries, for the purchaser.