

Reference to *Lowson v. Canada Farmers Mutual Insurance Co.* (1882), 9 P.R. 309, and the cases there cited; *Goldsmiths' Co. v. West Metropolitan R.W. Co.*, [1904] 1 K.B. 1.

The learned Judge said that, in his opinion, the alleged renewal was too late—the writ was issued on the 8th April, 1911.

*Action dismissed with costs.*

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RE CRAIK AND KESTLE—KELLY, J.—JULY 8.

*Vendor and Purchaser—Agreement for Sale of Land—Title—Requisitions as to Unregistered Deeds Necessary to Shew Right to Discharge Mortgage—Evidence—Satisfaction of Requisitions.*—Application by the vendor under the Vendors and Purchasers Act, heard at the London Weekly Court. KELLY, J., in a written judgment, said that the vendor had made out a prima facie case that there was a re-assignment by John B. Jackson to John Newell of the mortgage from Daniel Clement to Newell, dated the 2nd January, 1884, and registered as No. 8579; also that there was a re-assignment by the Complin trustees to John Newell of the same mortgage; and that these assignments were sent to the mortgagee, John Newell. They did not appear on registry, however: hence this application. There was also evidence of one of the present trustees of the Complin estate that the trustees had now no claim in respect of this mortgage, or of the lands described in it. On the material now before the learned Judge (including affidavits submitted since the argument), the purchaser's requisitions numbers 1, 2, and 3, relating to re-assignments of the mortgage, had been satisfactorily answered. On the argument the purchaser's counsel expressed his willingness to accept evidence which the vendor was then able to produce in answer to the other requisitions. Therefore there should be no further declaration as to these. Order declaring that the purchaser's requisitions had been satisfactorily answered; no costs. C. G. Jarvis, for the vendor. J. W. G. Winnett, for the purchaser.