

county of Grey, and dies seized thereof on or about the 7th May, 1901, leaving his last will dated May 4th, 1901, containing the following provision:—

“I bequeath unto my son Henry Lang my farm, composed of 100 acres, being the south half of lot No. 3 in the 7 con. of Collingwood, together with all stock and implements, with the exceptions of one cow, which goes to his mother, and he shall remain under his mother’s control, stock and implements also, until he comes 21 years of age. Henry is to keep his mother her natural life on conditions that she remains unmarried, but if she re-marries those conditions shall cease, his mother shall remain on the place if so minded and remains unmarried, it shall be her home. My son Henry is to pay \$100 per year on the mortgage on farm until paid off.”

At the testator’s death the land was incumbered by a mortgage to the Canada Permanent Mortgage Corporation.

On 1st June, 1905, a written contract was entered into whereby the said Henry Lang agreed to sell to plaintiff, William George Ree, the said land for \$4,200 payable as follows: \$500 cash to be paid on the execution of the agreement, the assumption of the mortgage to the Canada Permanent Mortgage Corporation at \$930.75 and interest thereon from 1st October, 1905, and balance of purchase-money to be paid on 1st April, 1906.

Margaret Lang, the widow of the testator, was made a party to the agreement, and it contained the following clause referring to her:—

“The party of the third part hereby agrees to release her claim on the said lands on the payment to her by the purchaser of the sum of \$1,000 part of the said purchase price.”

In the agreement plaintiff Fee covenanted to pay said \$2,400 and interest. The agreement was registered on 10th July, 1905. On 12th June, 1905, a deed was drawn from Henry Lang and Margaret Lang to plaintiff Fee of the land in question. The affidavit of execution was apparently sworn on 3rd August, 1905.

Fee had paid to Henry Lang \$25 at the time of making the agreement, and further \$150 and \$325 to his solicitors on 3rd and 12th June respectively. It is said there was due at this time on the mortgage to the Canada Permanent \$1,100 or thereabouts. The solicitors out of the sums so received by them paid to the Canada Permanent \$146.75, said to be the amount of the then arrears. The purchaser was to assume a balance of principal money on said mortgage of \$930.75 with