

the other defendants. McN. appealed to the Supreme Court of Canada, making the other defendants respondents on his appeal.

Held, that the plaintiff, respondent, was entitled to cross-appeal against the said defendants, respondents, to have the verdict against them at the trial restored.

Appeal dismissed with costs, and cross-appeal allowed with costs.

W. Nesbitt, K.C., Atkins, K.C., and Coyne, for plaintiff, appellant. Chrysler, K.C., and Ormond and C. P. Wilson, for respondents.

Man.] FAIRCHILD COMPANY v. RUSTIN. [June 24.

Contract—Sale of machinery—Agreement for lien—Delivery.

The company sold R. an entire outfit of second-hand threshing machinery for \$1,400, taking from him three so-called promissory notes for the entire price. Two days before giving the notes R. had signed an agreement setting out the bargain, in which the following provisions appeared:—"And for the purpose of further securing payment of the price of the said machinery and interest . . . the purchaser agrees to deliver to the vendor, at the time of the delivery of the said machinery as herein provided, or upon demand, a mortgage on the said lands (i.e., lands described at the foot of the agreement) . . . the statutory form containing also the special covenants and provisions in the mortgage usually taken by the vendors. And the purchaser hereby further agrees with the said vendors that the vendors shall have a charge and a specific lien for the amount of the purchase money and interest, or the said amount of the purchase price, less the amount realized, etc., should the vendors take and resell the said machinery . . . and any other land the purchaser now owns or shall hereafter own or be interested in, until the said purchase money and all costs, charges, damages and expenses, and any and all notes or renewals thereof shall have been fully paid, and the said lands are hereby charged with the payment of the said purchase money, obligations, notes and all renewals thereof, and interest, and all costs, charges, damages and expenses as herein provided, and, for the purpose of securing the same, the purchaser hereby grants to the vendors the said lands. . . . And, on default, all