

cast the duty of protecting him upon the officials of the department.

Nor do the provisions of the Land Titles Act on which reliance is placed assist the appellants, for the reason pointed out by the Chancellor, that the attack of the Crown upon the impeached instruments was made while the title remained vested in the parties to whom the grant was made, and that before that no title had passed to a purchaser for value.

The case of Attorney-General v. Goldsborough, 15 V. L. R. 639, affords no assistance. The decision of the appellate Court turned altogether upon a special statutory enactment, which has no counterpart in our Act.

Upon consideration of the whole case, I think the appeal fails, and should be dismissed with costs.

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JUNE 28TH, 1907.

C.A.

TOOLE v. NEWTON.

*Vendor and Purchaser—Contract for Sale of Land—Specific Performance — Oral Understanding as to Procuring Release of Claim for Dower—Addition to Written Contract of Words “if in his Power to do so”—Terms of Judgment for Conditional Specific Performance.*

Appeal by defendants Newton and Wright from order of a Divisional Court affirming (with a variation as to costs) the judgment of BOYD, C., at the trial, in favour of plaintiff in an action for specific performance of an alleged contract for the sale to plaintiff of a lot of land in the town of Kenora, of which defendant Newton was mortgagee and defendant Wright assignee of the mortgage.

The Chancellor held that plaintiff was entitled to judgment for specific performance, with a reference to the Master to settle the proper amount of purchase money after making deductions for taxes and any incumbrances that might exist, and to adjust what should be paid as deduction