

stone, in the district of Rainy River. The former local Master of Titles at Kenora issued a certificate to Alexander Mackenzie, as the patentee of this land, which land was entered by the local Master in his register as parcel 49 for Rainy River South Division. At the time of the entry in favour of Mackenzie, there were executions on file in the local Master's office against the lands of Alexander Mackenzie and Angus Mackenzie. The certificate of title so issued expressed that these executions were an incumbrance against the land. That apparently was entirely unauthorized, because it appeared that the debts represented by the executions were incurred before the issue of the patent to Mackenzie, and so the land was not liable: see sec. 25 of R. S. O. 1897 ch. 29.

The date of Mackenzie's patent was 18th April, 1902.

On 10th July, 1903, plaintiff Yemen and one Lasking, who was a bailiff and conveyancer and notary, went to Mackenzie's residence, and procured from Mackenzie and his wife a charge or mortgage for \$400, describing the land as parcel No. 49 south on the register of Rainy River South, and further describing the land as the north-west quarter of section 28.

On 12th July, 1903, an amended certificate of title was issued by the then local Master, shewing an absolute title in Alexander Mackenzie.

This charge or mortgage was not registered; reasons are assigned, not necessary now to consider.

On 5th October, 1903, Alexander Mackenzie and his wife filed a caution, No. 2520, being the one now in question.

I must assume that this caution, being by the then registered owner, was regularly filed under sec. 77 of the Act. On 11th July, 1904, there was registered, with the consent of the cautioners, and subject to the caution, a transfer from Alexander Mackenzie to his wife.

On 25th June the appellant, as mortgagee, applied under sec. 76 of the Act to terminate caution. A great deal of evidence was taken before the local Master and under the Act, and on 18th December, 1905, he decided that the mortgage was not good as against the wife, "as it was obtained without consideration, and that she had no independent advice, and that she signed ignorantly and under pressure."

From this decision the appeal is taken.