

writ in which his address was given as without the Province, the third party could treat that as an admission of foreign residence in the same way as the defendant could in the case of the plaintiff who issued the writ.

J. E. Jones, for the defendant.

SUTHERLAND, J., in a written judgment, said that he was not at all clear that the word "plaintiff" could be said to apply in such a case as this to a defendant serving a third party notice.

Under Rule 169, a defendant notifying a third party may apply for directions, and the Court may order the question of liability as between the third party and the defendant giving the notice to be tried in such a manner, at or after the trial of the action, as may seem proper, and may give the third party liberty to defend the action upon such terms as may be just, or to appear at the trial and take part therein, etc.

On such an application, a question such as that of security for costs might well be brought up and dealt with.

But, if the word "plaintiff" were to be construed to cover the case of a defendant serving a third party notice, then the writ of summons, issued by the plaintiff, and not by the defendant, and in which the plaintiff stated the address of the defendant, could not be considered, as between the defendant and the third party, as the writ or initiating proceeding; the third party notice must be considered as such. This notice did not shew the defendant's address as without the Province, and no admission such as the statement in the writ would imply in the case of a plaintiff could properly be inferred by a third party as against a defendant.

The order appealed from was rightly made and should be affirmed, and the appeal dismissed with costs.

SUTHERLAND, J.

SEPTEMBER 25TH, 1916.

#### RE BRASS AND WALL.

*Vendor and Purchaser—Agreement for Sale of Land—Objection to Title—Application under Vendors and Purchasers Act—Title Derived under Conveyance Made in Exercise of Power of Sale in Mortgage—Statutory Declarations—Sufficiency.*

An application by the purchaser named in an agreement for the sale and purchase of land, under the Vendors and Purchasers Act, for an order in regard to an objection made to the title.