

is concluded by *Barry v. Anderson* (1891), 18 A.R. 247, in which it was held that the assigns of the mortgagee could validly exercise the power of sale contained in the assigned mortgage.

Further, the prior registration of the deed to Rylands might protect Elizabeth Logie in respect of her subsequently registered mortgage. There was no evidence impeaching her bonafides in respect of her mortgage, and she was entitled to maintain it, and also to have maintained the foundation upon which it rested—the deed to Rylands, her mortgagor.

The appeal should be allowed with costs and the action be dismissed with costs. Inasmuch as the plaintiff had, in his statement of claim, made charges of fraud against the defendants, they were entitled to the costs of the action.

CLUTE, RIDDELL, and SUTHERLAND, JJ., agreed with MULLOCK, C.J. Ex.

KELLY, J., agreed in the result, for reasons stated in writing.

Appeal allowed.

SECOND DIVISIONAL COURT.

DECEMBER 10TH, 1918.

*HICKMAN v. WARMAN.

Vendor and Purchaser—Agreement for Sale of Land (House and Lot by Street Number)—Conveyance of Lot according to Plan of Survey—Covenant for Title—Extended Meaning of, by Short Forms of Conveyances Act—House Encroaching on Next Lot—Removal of House—Cost of—Damages Recovered by Purchaser against Vendor—Equitable Right to Reformation of Deed of Conveyance.

Appeal by the plaintiff from the judgment of DENTON, Jun. Co. C.J., dismissing an action brought in the County Court of the County of York to recover damages for a breach of a contract.

The appeal was heard by MULLOCK, C.J. Ex., CLUTE, RIDDELL, and SUTHERLAND, JJ.

A. J. Russell Snow, K. C., for the appellant.

A. C. Heighington, for the defendant, respondent.

CLUTE, J., in a written judgment, said that on the 12th June, 1913, the plaintiff entered into an agreement with the defendant to purchase a 'house and lot known as No. 144 north side of Glen-