

queath, convey, execute by will or otherwise, all or any of certain properties conveyed to her by deed of settlement * * * M. M. S. subsequently appointed the lands to her own use, and made a sale of part of them. On the statement of a special case for the opinion of the Court as to whether the purchasers should be compelled to carry out their purchase.

Held, that the will of W. K. S. was not an execution of the power but a valid delegation of it to his wife: that an appointment in favour of herself could only be properly made in pursuance of the power by a deed, with power of revocation, or in favour of another by will: and that a purchaser from her under an execution of the power by deed, would not be compelled to accept the title because of its revocable character. *Smith v. McLellan*, 191.

3. *Vendor and purchaser—Conditions of sale—Time for objections—Statute of Uses—Discharge of mortgage—Compensation—Specific performance—Presumption of payment of old mortgage.*—When on a sale of lands the contract provided that the purchaser should be allowed ten days to make requisitions on title, and time was made of the essence of the contract, and the purchaser made certain objections within the ten days, and the answers not being satisfactory refused to complete, whereupon the vendor sued for specific performance and obtained the usual judgment.

Held, that the purchaser could not raise in the Master's office fresh objections not raised within the ten days mentioned in the contract.

In examining the title the purchaser found a mortgage, which matured over 80 years ago, apparently

outstanding, and required the vendors to produce the discharge of it, which they declined to do.

Held, that, under all the circumstances, the mortgage must be presumed to have been paid.

Certain owners of the equity of redemption in lands by deed granted the same to "A., his heirs and assigns, to have and to hold the same to A., his heirs and assigns, unto, and to the use of B., his heirs and assigns." This was dated July 17th, 1875, and registered July 21st, 1875.

Held, that whether this deed operated under the Statute of Uses or not, B. took under it the beneficial interest in fee, and it had the same effect as if it were a conveyance to A. upon trust for the benefit of B.

The equity of redemption in the said deed conveyed was subject to a mortgage, a discharge of which was registered on July 21st, 1875, the same day as the deed.

Held, that the deed must be assumed to have been delivered before it was registered, and the discharge of the mortgage on registration operated as a re-conveyance to B., who was the assignee of the mortgagor within the meaning of the statute respecting the effect of registering a discharge of a mortgage.

M. having purchased lot 14 for a building lot resisted completion of the contract on the ground that a party wall of the width of nine inches had been built on the line between lots 14 and 15, which at some places came over on to lot 14 to the extent of six inches, and at another place to the extent of nine inches, and that he could not get rid of the wall without engaging in a lawsuit without engaging in a lawsuit with the owner of lot 15, and that the party wall was not suitable to the