

C. R. 244; *Houston v. Williams*, 16 U. C. R. 406; *Lesperance v. Langlois*, 22 U. C. R. 683.

Therefore, in the present instance, the words in the habendum, being repugnant to the grant, are void.

In this view, it is not necessary to reform the deed, but there should be a declaration that by virtue of the deed Alexander P. Tully took a life estate only, and that the children took the remainder in fee as tenants in common, subject to the provisions in behalf of the widow; and the judgment should be varied accordingly.

The infants only are entitled to their costs of this appeal from plaintiff.

MABEE, J., gave reasons in writing for the same result.

BRITTON, J., also concurred.

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MAY 26TH, 1906.

C.A.

McCONNELL v. LYE.

*Vendor and Purchaser—Contract for Sale of Land to Plaintiff—Action for Specific Performance—Contract by Vendor to Sell to Others—Conduct of Plaintiff—Cancellation—Notice to Second Vendees—Defence—Registry Laws.*

Appeal by defendants other than Henry Lye from judgment of MEREDITH, J., at the trial (6 O. W. R. 314) declaring plaintiff entitled to the specific performance of an agreement made between him and defendant Lye for the purchase by plaintiff and sale by Lye of certain lands in the township of MacTavish, in the district of Thunder Bay.

The appeal was heard by MOSS, C.J.O., OSLER, GARROW, MACLAREN, J.J.A.

H. Cassels, K.C., and R. S. Cassels, for appellants.

W. Nesbitt, K.C., for defendant Lye.

F. R. Latchford, K.C., for plaintiff.