As to the requisition that the vendor give title to a right of way of one foot six inches in width (instead of one foot five inches), the contract for sale does not expressly refer to this right of way nor its extent, nor is it shewn by survey or otherwise what is the width of the strip of land over which the purchaser is to have a right. In the absence of this information, I am unable to say what is its width, or that the vendor is bound to give such right over one foot six inches.

The only matter remaining to be disposed of is, what are the terms of payment of the purchase-money? On the argument it developed that since the contract was made the vendor had paid $50 on account of the principal of the $2,900 mortgage then on the property, thus leaving $2,850 of the mortgage to be assumed by the purchaser; this with the $50 deposit already paid, the further payment of $550 to be made on closing the transaction, and the giving of the $500 mortgage provided by the contract, removes any doubt about the manner of payment.

The question raised by the purchaser as to the terms of renewal of the existing mortgage is not one occasioning any difficulty or entitling him to reject the title.

There will be no costs of the application.

COOK v. COOK—CAMERON, OFFICIAL REFEREE, IN CHAMBERS—SEPT. 18.

Security for Costs—Libel and Slander Act, 9 Edw. VII. ch. 40, sec. 19—Con. Rule 373(g)—Words Imputing Unchastity—Defence—Plaintiff not Possessed of Property to Answer Costs.] —Application by the defendant for an order for security for costs under sec. 19 of the Libel and Slander Act, 9 Edw. VII. ch. 40, and under Rule 373(*g*) of the new Consolidated Rules. It was contended by the plaintiff's counsel that the action brought was not covered by sec. 19, as the words complained of did not impute unchastity. The learned Official Referee (sitting in lieu of the Master in Chambers) found that the words complained of were covered by the section referred to; and said that, upon this finding, the order for security should go as a matter of course.—It was also contended that the defendant should not only disclose a primâ facie defence, but must shew the nature of this defence. That had been done.—The plaintiff's counsel admitted on the motion that the plain-