

away, leaving his parents on the farm with no definite agreement or understanding, but with the expectation, as he said, that they would remain on the place and make the last two payments under the original agreement, and that when this was done the place would be his. In February, 1891, the father mortgaged the land to the person who had made the first advance to secure a larger sum, and the mortgage deed was registered. A few days later the loan company conveyed the land to the father, the purchase money having been paid in full, and the conveyance was registered. In February, 1892, the mortgagee died. In September, 1893, the plaintiff's father conveyed the land absolutely to the administrator of the mortgagee's estate, and this conveyance was also registered.

In an action against the administrator and the plaintiff's father to recover possession of the land and for a declaration that the last mentioned conveyance was void and a cloud upon the plaintiff's title ;

Held, that the assignment to the plaintiff in 1886 gave him an equitable estate in fee and the right to possession, and after its execution the father and son both being on the place the possession would be attributed to the son.

2. That the registration of that assignment constituted notice to the mortgagee, and the mortgage did not affect the plaintiff's title or right to possession.

3. That after the plaintiff went away in July, 1888, the father had possession under him as tenant at will, and his tenancy did not terminate until July, 1889, and therefore the Real Property Limitation Act had not barred the plaintiff's right at the time this action was begun in 1898.

4. That the plaintiff having the equitable title and having the owner of the legal estate before the Court, was entitled to recover possession of the land.

Shepley, Q.C., and *Secord* for the plaintiff. *W. R. Riddell* and *D. Fasken* for the defendant Crichton. *J. E. Day* for defendant Cope.

Rose, J.] IN RE JONES AND CITY OF LONDON. [April 24.
Municipal corporations—By-laws—Meeting of council—Notice of introduction of by-laws—Reading by-laws—Adjournment of meeting.

The notice calling a special meeting of the municipal council of a city at which two by-laws were passed regarding the number of tavern and shop licenses to be granted in the municipality, stated that it was "for the consideration of a by-law relating to tavern licenses."

Held, a sufficient notice.

Remarks by Chitty, J., in *Henderson v. Bank of Australia*, 45 Ch. D. at p. 337, referred to.

It was objected that notice of intention to introduce the by-laws should have been given and that they should not have received their three readings in one day.