

RE SMITH AND WILSON—LENNOX, J.—DEC. 1.

*Vendor and Purchaser—Title to Land—Reference—Appeal from Report—Delivery of Conveyance—Tenants in Common—Joint Owners—Executions—Incumbrances.*]—Appeal by the purchaser, in a matter under the Vendors and Purchasers Act, from the report of the Local Master at Ottawa. The learned Judge said that he was satisfied that the finding of the Local Master that the deed from the vendor to the purchaser had not been delivered, was correct. He did not, however, agree with the Local Master that the vendor and purchaser were entitled in equal shares to the equity of redemption in the lands in question, if that was what was meant by the finding that they were tenants in common. They were joint owners, but manifestly not in equal proportions. The several executions were incumbrances upon the interest or share of the vendor. Considerations arose, however, which had not been specifically dealt with by the Master or argued, which would cause trouble and great expense if not disposed of now. The learned Judge, therefore, enlarged the motion until Saturday the 13th December, and forwarded to the clerk of the Court a memorandum of the questions to be taken up. J. E. Caldwell, for the purchaser. W. C. McCarthy, for creditors. C. L. Bray, for the vendor.

CANADIAN PACIFIC R.W. CO. v. MATTHEWS S.S. CO.—HOLMESTED,  
SENIOR REGISTRAR, IN CHAMBERS—DEC. 2.

*Summary Judgment—Rule 57—Bonâ Fide Dispute, Proper to be Tried—Unconditional Leave to Defend.*]—Motion by the plaintiffs for summary judgment under Rule 57 (Con. Rule 603 amended). The action was to recover charges for handling freight at the rate of 40 cents per ton. The defence set up in the affidavit filed on behalf of the defendants was, that the charge was excessive. From the examination of the deponent on his affidavit it appeared that the defendants asserted that the vessel in respect of which the plaintiffs' claim arose was of a special character and in a class by itself; that it was not a bulk freight vessel, but a package vessel; and that for such a vessel, and for cement carried by it, the proper charge was 21 cents per ton, and not 40 cents, as claimed. The learned Registrar said that it appeared to him that there was shewn to be a bonâ fide dispute, proper to be tried, as to whether the plaintiffs were