

Realty and Investment Corporation I can relieve against the forfeiture of any such moneys paid, and under the plaintiff's general claim for relief I can subrogate him to the rights of the Kent Realty and Investment Corporation, and will refer this action to the local registrar to take an account of the moneys paid to the Canada North Dakota Land Co. and release the plaintiff against the forfeiture of the moneys paid by him to the Kent Realty and Investment Corporation which were paid by them to the Canada North Dakota Land Co.

The defendants the Canada North Dakota Land Co. will have their costs of action against the plaintiff who will have judgment over against the Kent Realty and Investment Corporation for the same.

Order accordingly.

HAMILTON v. YORK and BALDRY.

Alberta Supreme Court, Beck, J., June 7, 1913.

1. MORTGAGE (§ VIG—100)—SALE — AGREEMENT TO CONVEY LAND GIVEN AS SECURITY—SALE OF VENDOR'S INTEREST—NOTICE.

A person who accepts as security, a transfer, absolute in form, of the borrower's interest in a land purchase agreement is under no obligation to give notice of sale to the borrower, on the latter's default in re-payment, if it was agreed that the lender should have the right to sell such interest by way of realizing his security, and there was no stipulation for notice; in such case the proceeds of sale become subject to the trust in place of the interest sold.

[*Rose v. Peterkin*, 13 Can. S.C.R. 677, distinguished.]

TRIAL of an issue directed upon the return of an originating summons taken out on behalf of Hamilton to substantiate his right to an estate or interest claimed in a caveat filed by him against lots 5 and 6 in block 55 Norwood, a subdivision at Edmonton. On its return it was ordered that the parties proceed to the trial of the question: What interest, if any, has the plaintiff in the said lots and if any interest is he entitled to have the caveat continued?

C. A. Grant, for plaintiff.

G. B. Henwood, for defendant York.

H. H. Parlee, for defendant Baldry.

BECK, J.:—The caveat, filed November 23, 1911, claimed:—

An interest under an agreement for sale in the said lots; said agreement of sale being given by A. York to R. J. Hamilton (the plaintiff) and bearing date, viz., Feb. 20, 1907, standing in the name of Archibald York, Vancouver, B. C.

The agreement of sale referred to is produced and proved. It is an agreement for sale by York to Hamilton and three others—

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BAYDA

v.

CANADA

NORTH

DAKOTA

LAND

CO. LTD.

Newlands, J.

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Statement

Beck, J.