

cludes default in payment of taxes, and there being such default in this case, they are entitled to possession.

In the case of a conveyance by way of mortgage, this covenant on the part of the person who conveys is implied only, as stated in clause (a) of sec. 6, when that person "is expressed to convey as beneficial owner."

In the mortgage in question here, the grantors or mortgagors are not expressed to convey as beneficial owners; and the statute, therefore, does not apply.

I am unable to find that there was at the time of the trial such default as entitled the plaintiffs to possession of the mortgaged properties and assets or the appointment of a receiver.

The defendants are, therefore, entitled to judgment dismissing the action with costs from the time of payment of the interest on the 11th June, 1912; the plaintiffs being entitled to the costs to that time.

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RE DOMINION MILLING CO.—KELLY, J., IN CHAMBERS—JULY 16.

*Company—Winding-up—Sale of Lands of Company by Mortgagee—Leave to Proceed with Sale after Winding-up Order—Terms—Costs.*]—On the 28th May, 1912, a liquidator of the Dominion Milling Company Limited was appointed. Proceedings for the sale of lands of the company by the applicant, under power of sale in a mortgage from the company to him, were then in progress, the sale having been advertised to take place on the 5th June. On that day, and a short time before the hour fixed for the sale, it came to the knowledge of the applicant's solicitor that the company had gone into liquidation, and the property was offered for sale and a sale made, "subject to the right that any liquidator may have in law, under winding-up proceedings, should it hereafter prove that he has any right to interfere with the sale, or that, under the circumstances, the mortgagee had not the right to go on with the sale on account of the winding-up proceedings." The applicant applied to be permitted to continue the proceedings for sale and to carry out the sale made on the 5th June. The motion came on for hearing on the 28th June, and was adjourned to the 4th July, to enable the liquidator to continue his inquiries about the sale, and the selling value of the property. On the 4th July, he was still unable to say what course he should pursue; and my decision upon the motion was reserved in order to allow him still further