

Barker, J.]

[June 6, 1904.

SHAUGHNESSY v. IMPERIAL TRUSTS CO.

Company—Debenture mortgage—Foreclosure—Parties—Costs.

A suit to enforce a trust mortgage to secure debentures may be brought in the name of the debenture holders, the trustee being made a defendant.

In a suit by the holder of debentures to enforce a trust mortgage, the trustees made defendants in the suit were disallowed costs of a part of their answer setting up that the suit should have been brought in their name.

Pugsley, A.-G., and L. P. D. Tilley, for defendants. Earle, K.C., and F. R. Taylor, for plaintiff.

Barker, J.]

ROBIN & CO. v. THERIAULT.

[Sept. 20, 1904.

Crown land—Squatter—Grant—Purchaser for value—Priorities—Notice.

A squatter upon Crown land, which he had partly cleared and upon which he had built a house, gave a registered mortgage of it in 1874 for value, and in 1881 conveyed the equity of redemption by registered deed to the mortgagee, remaining in occupation of the land as tenant. In 1898 a son of the squatter having no knowledge of the mortgage or deed or that his father occupied the land as tenant, obtained a grant of the land from the Crown.

Held, that he should not be declared a trustee of the land for the purchaser from the father.

Earle, K.C., and Gilbert, for plaintiffs. Stockton, K.C., for defendants.

Province of Manitoba.

KING'S BENCH.

Perdue, J.]

JOHN ABELL CO. v. HORNBY.

[Jan. 18.

Estoppel by representation—Lien on land—Consideration.

Action to recover balance due for a threshing outfit sold and delivered by the plaintiff company to defendants, Charles Hornby and his wife, Ellen Hornby, under a written agreement signed by defendants which provided that promissory notes were to be given on approved security for the amounts payable at the dates mentioned. When the machinery had been delivered and