

subject matter of the litigation to another, it is plainly contrary to the practice of the Court to allow that other to continue the litigation without himself coming before the Court and assuming responsibility for costs. But where the right of action is vested in the plaintiff, because the defendant's contract was made with him, the action cannot be stayed merely because it is shewn that he is in truth an agent for a principal, either disclosed or undisclosed.

Mr. Smith states his intention to counterclaim for specific performance. If he does so, he can, if he chooses, select his own defendants; and all parties then being before the Court, he can be protected from any injustice in the matter of costs when the facts are developed at the hearing.

The appeal will be dismissed with costs to the plaintiff in any event.

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HON. MR. JUSTICE LENNOX.

JANUARY 13TH, 1914.

RE WILSON AND HOLLAND.

5 O. W. N. 768.

*Vendor and Purchaser—Application by Vendor for Declaration that Title Satisfactory—Further Evidence—Discharge of Mortgage—Costs.*

LENNOX, J., *held*, in an application under the Vendors and Purchasers Act that the vendor, subject to the obtaining of certain further documents and evidence had made a good title.

Application by a vendor under the Vendors and Purchasers Act, for a declaration that he had shewn a good title as against the purchaser's requisitions.

H. D. McCormick, for vendor.

A. W. Greene, for purchaser.

HON. MR. JUSTICE LENNOX:—Upon the argument the only requisitions to which the purchaser's solicitor appeared to attach importance were numbers 2 and 8. As to 8, nothing was said beyond the fact that it was not abandoned. As to mortgages 2589 and 3085, there mentioned, it would appear to be proper that discharges of these should be obtained. The same is to be said as to number 3959 unless the title to the mortgage vested in Claude McLaughlin and