MIDDLETON, J., in a written judgment, said that on the 27th April, 1915, one Tisdall, the owner of the land, sold to Galbraith. A deed was executed by Tisdall and his wife, but it was defective in form. Tisdall was named as party of the first part, Galbraith as party of the second part, and Tisdall's wife as party of the third part. The printed form used contemplated the addition of the words "hereinafter called the grantor" after Tisdall's name and "hereinafter called the grantee" after Galbraith's name, but these expressions were omitted. The deed proceeded, "The grantor doth grant unto the grantee" etc., etc.—"The party of the third part, wife of the party of the second part," bars her dower. A new deed cannot now be obtained.

Reference to Lord Say and Seal's Case (1711), 10 Mod. 41; Mill v. Hill (1852) 3 H.L.C. 828, 847, 848, 851, 852.

The deed was intended to convey the land. The parties to the deed were known and named. The owner would primâ facie be the grantor. He and his wife alone signed. His wife bars her dower. From this it was to be assumed that he was the grantor, and Galbraith, the remaining party, the grantee. All this, derived from the deed itself, was sufficient to shew that the objection was not well taken.

Order declaring accordingly.

MIDDLETON, J., IN CHAMBERS. MAY 3RD, 1917.

HOEHN v. MARSHALL.

Writ of Summons—Substituted Service—Writ Coming to Knowledge of Defendant before Expiry of Time for Appearance—Motion by Defendant to Set aside Service—Irregularities in Papers—Defendant not Misled—Costs—Practice.

Motion by the defendant to set aside an order for substituted service of the writ of summons, and the service thereof—the service being attacked on account of many irregularities in the papers.

H. S. White, for the defendant.
G. C. Campbell, for the plaintiff.

MIDDLETON, J., in a written judgment, said that the object of service is to afford the defendant notice of the writ. This had