

Pringle v. Financial Post Co., 12 O. W. R. 912; Mackenzie v. Goodfellow, 13 O. W. R. 30; Kelly v. Ross, ante 48, 116; and that the present case resembled Evoy v. Star Printing and Publishing Co., 2 O. W. R. 91, 119; Marsh v. McKay, ib. 522, 614; and Mackenzie v. McKittrick, not reported, affirmed on appeal 9th November, 1909. Order made for security. T. L. Monahan, for the defendants. A. E. Knox, for the plaintiff.

RE SOVEREIGN BANK AND KEILTY—TEETZEL, J.—FEB. 17.

Mortgage—Collateral Security—Exercise of Power of Sale—Demand—Vendor and Purchaser.—Motion by the vendors for an order under the Vendors and Purchasers Act determining a question of title. The question was whether the vendors were in a position to give a good title under the power of sale contained in the mortgage upon the land sold. The answer depended upon whether the mortgage was in default when the notice was served. Held, that, apart from default occasioned by breach of the covenant to insure, the proper construction of the terms of the mortgage was, that the mortgagees (vendors) were entitled to exercise the power of sale, at any time after the mortgage was given, upon non-payment after demand. The demand was embodied in the notice of intention to exercise the power, and, not being complied with, the mortgagees were entitled to sell after the expiration of one month. It is impossible to hold that the mortgagees were bound to realise upon all the assets of the principal debtors before exercising any rights under the mortgage, which was given as collateral security. Question answered in the affirmative. No order as to costs. Shirley Denison, for the vendors. W. S. Morden, for the purchaser.

D. v. D.—MULOCK, C.J.Ex.D.—FEB. 17.

Alimony—Cruelty—Evidence.—An action for alimony. The Chief Justice analysed the evidence given at the trial and found that the defendant had been guilty of conduct amounting to legal cruelty, which justified the plaintiff in leaving him and in refusing to return to live with him. Judgment for the plaintiff for permanent alimony at the rate of \$10 a month. If either party is not satisfied with the amount, the Master will fix an amount; in such event the costs of the reference to be in the discretion of the Master. The plaintiff to have her costs of the action. R. A. Pringle, K.C., and A. L. Smith, for the plaintiff. D. B. MacLennan, K.C., and C. H. Cline, for the defendant.