

into possession, paid the taxes, and paid interest to Holliday. Holliday, it was arranged, should convey to the plaintiff upon repayment of what he had paid. The plaintiff purchased the land from Holliday, and obtained from him a conveyance dated the 17th December, 1913. The defendant made valuable improvements. Holliday died after the sale to the plaintiff. The learned Judge said that the plaintiff knew of the defendant's possession, but that knowledge of possession by a claimant is not sufficient against a registered title. The agreement was enforceable against Holliday, though not in writing, because of the part performance; and the plaintiff had actual notice of the agreement; the plaintiff was therefore not entitled to succeed in the action. Action dismissed with costs. Interim injunction dissolved, and all costs relating thereto to be paid by the plaintiff. Judgment for the defendant, upon his counterclaim, declaring that the plaintiff purchased from Holliday with actual notice of the agreement between Holliday and the defendant; and directing that the plaintiff, upon payment to him of \$500 and interest thereon at 6 per cent. per annum from the date of his purchase from Holliday, shall execute to the defendant a conveyance of the land free and clear, save as expressed herein, of any lien or incumbrance of any kind created by him. Arrears of taxes, if any, will not be considered an incumbrance; and, if any taxes were paid by the plaintiff, the amount shall be added to the purchase-money and be paid by the defendant to the plaintiff. If the plaintiff has executed a mortgage upon the property as a part of the purchase-money or for any other purpose, the defendant will assume that mortgage as part of his purchase-money. If the plaintiff has paid in full, payment by the defendant will be of the \$500 and interest in full. R. T. Harding, for the plaintiff. J. J. Coughlin, for the defendant.

TANCOCK v. TORONTO GENERAL TRUSTS CORPORATION—FALCONBRIDGE, C.J.K.B.—JUNE 20.

Evidence—Corroboration—Action against Executors—Damages—Costs.]—Action by Catherine Tancock, married woman, against the executors of James Irvin Carter, deceased, to recover \$2,144 for nursing and attending upon the deceased and for performing other services and for damages for breach of contract. The learned Chief Justice finds that there is corro-