

priority thereto, and for other relief. The learned Chief Justice finds that the plaintiff has proved all the material allegations in the statement of claim, and gives judgment for the plaintiff in terms of the prayer of the statement of claim with costs against the defendants John C. and Maude Milligan. He observes that the death of one of the parties since the trial has removed her contentions from the arena; but he would have held, in any event, that she had elected to take under the will. The plaintiff was willing, if she had lived, to pay the deceased party \$100 a year as claimed in paragraph 3 of the counterclaim. No costs for or against the defendants other than John C. and Maud Milligan. G. A. Stiles, for the plaintiff. R. A. Pringle, K.C., for the defendants John C. and Maude Milligan. J. G. Harkness, for the other defendants.

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RE MACKENZIE AND HAMILTON—LENNOX, J.—JULY 31.

*Vendor and Purchaser—Contract for Sale of Land—Objection to Title—Outstanding Interest—Vendors and Purchasers Act.*]—Motion by the vendor, under the Vendors and Purchasers Act, for an order declaring that the purchaser's objection to the title shewn by the vendor, upon a contract for the sale and purchase of land, was invalid, and that the vendor could make a good title. LENNOX, J., considered himself bound by a decision of MIDDLETON, J., in *Re Hamilton and Adair*, on the 18th September, 1911, in respect of another property, but upon the same question, viz., whether Gordon A. Yates took an interest under a declaration in his favour made by the vendor. LENNOX, J., was inclined to think that Yates took an interest in the land; but he did not see that the circumstances of the present application differed from the conditions which MIDDLETON, J., had to consider. Order declaring that the objection made by the purchaser in reference to the interest of Yates was not a valid objection to the title to the land which he was purchasing, and that neither Yates nor his assignee had any interest in the land in question. The purchaser to pay the vendor the costs of the application. J. A. McEvoy, for the vendor. H. L. Macdonell, for the purchaser.