money in the body of a conveyance sufficient evidence to an innocent purchaser, such as the plaintiff was in this case, of the payment thereof.

Held, that under this enactment the consideration of $100 must, as against the plaintiff, be held to have been truly paid, and this being so, the conveyance from the husband to the wife was good, as the Court would declare a trust in favor of the grantee who had paid the consideration.

English for the plaintiff.

McGregor for the defendant.

Full Court.] [Dec. 15, 1888.

CLARKE v. FREEHOLD LOAN & SAVINGS CO.

Mortgage—Right of payment off to obtain partial releases—Assignee of equity of redemption—Running with the land.

A mortgage on five stores, and expressed to be for $10,500, contained a provision that on payment of $2,500, the mortgagees would release the easterly store mortgaged, and any one or more of the other four stores on payment of $2,000 each, at any time on receiving a bonus of three months interest on the sum so paid.

Held, that the benefit of this clause passed to the assignee of the equity of redemption, who was entitled to enforce it.

It appeared that the whole $10,500 had not been advanced.

Held, that the amount required to be paid to entitle the assignee of the equity of redemption to obtain a release of any of the stores must be abated proportionately.

S. R. Clarke, plaintiff in person.

Hoyles, for the defendants.

Full Court.] [Dec. 14, 1888.

RE PUBLIC SCHOOL BOARD OF TUCKERSMITH.

Case submitted by Minister of Education under s. 237 of the Public Schools Act.

Held, that the plain meaning of s. 63 of the Public Schools Act, R.S.O. 1887, c. 225, is that after the township public school board has existed for five years at least, there may be at any time the submission of a by-law for the repeal of the by-law under which that board was established, upon the presentation of a properly signed petition therefor. The by-law establishing the township board may be attacked with a view to its repeal again and again, so long as the agitation against it subsists.

Moss, Q.C., for certain ratepayers.

W. Blake, for the township council.

Full Court.] [Dec. 15, 1888.

JONES v. DALE.

Specific performance—Written contract—Omitted term—He who comes into equity must do equity.

In an action for specific performance of an agreement for the sale of lands, it appeared that the parties intentionally omitted from the writing a part of the agreement, as to the tenure of which both parties agreed; and the defendant asked to have this inserted in the judgment for specific performance, but the plaintiff objected.

Held, that on the principle that he who comes into equity must do equity, it was proper that the omitted portion of the agreement should be inserted as claimed.

Where both parties concur, in an action such as this for specific performance, that there is a material ingredient of the transaction left unexpressed because one party chose to trust the other without writing, it is eminently proper for the Court to deal with the whole contract and not to pass over any part for technical reasons.

G. H Watson, for appellant.

McGillivray, *contra*.

Full Court.] [Jan. 8, 1889.

GIBBONS v. WILSON.

Debtor and Creditor—Preference—Principal and agent—R.S.O. c. 124, s. 3—Chattel mortgage—Assignment for Creditors.

C. being insolvent, was taken by one of his creditors to S., a solicitor, and there it was arranged that S. should find some one who would lend C. $600 on his stock in trade, S. at the same time taking from C. a written authority to pay the claim of the said creditor in full out of the moneys advanced. S. accordingly got one W. to lend the money on chattel mortgage of the stock in trade, W., however, knowing nothing of C's circum-