Sale, to whom was left the carrying it out, that there should be a lien in favour of plaintiff upon the property he was selling to Laird for the unpaid purchase money represented by the two notes for $175 each.

I find that defendant Bedford, in purchasing from Laird the property, including what was purchased from plaintiff, assumed as a liability which, as between Bedford and Laird, Bedford was to pay, the unpaid balance to plaintiff, but Bedford was not called as a witness, and there is nothing in the evidence to shew that Bedford at the time of his purchase had any notice or knowledge of plaintiff's lien. . . .

This case seems to me somewhat different from that of a mortgagee under an unregistered mortgage—or a mortgage in which chattels are insufficiently described, as against a subsequent purchaser or mortgagee with notice . . . See Tidey v. Craib, 4 O. R. 696; Moffatt v. Coulson, 19 U. C. R. 341.

This case is also very different from that of a vendor under special agreement that title to property is not to pass to purchaser until fully paid for.

The writing upon the notes, although not signed and not incorporated in the instrument itself, shews an intention of the parties to charge the particular property sold with the payment of the notes. The property is sufficiently identified with the debt, and I am of opinion that as against Laird plaintiff was entitled to an equitable lien upon the property.

If in law it can be avoided, Sale should not be allowed to be heard objecting to the lien. The principle involved in the decision in Blackley v. Kenny, 16 A. R. 522, should, if possible, be applied.

But there was the sale to Bedford, and, so far as appears, without notice of the lien. This is not a question of liability upon the notes, but of property, of remedy in rem, and I cannot say that plaintiff could have followed the property in Bedford's hands. Although Sale acted in the transfer between Laird and Bedford, he did not act as Bedford's solicitor so that Bedford would be affected by Sale's knowledge of the lien. Bedford is still the owner of the property subject to the mortgage. His interest may be—possibly is—valueless, but legally Sale is entitled to stand upon Bedford's title. . . . It seems, looking at it apart from the dry legal question, inequitable to permit Sale, even as trustee, to hold this property apart from plaintiff's supposed lien, but I fear it cannot be prevented. . . .