

subject to a mortgage under statute 73, the purchaser of the mortgage deed was delivered to such as he had at the time of the judgment.

See v. Metcalfe, 623.
 creditor purchasing redemption at sheriff's sale his registered judgment mortgage upon the land before the delivery of the sheriff.—*Id.*

whether a stranger to the premises would not be a valid judgment as well as forming together with the price of the land purchased.

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ing, in consequence of the same property to the same person, but who had notice of the contract,—in a suit by the vendor and the vendee for the specific performance of the contract, the vendor was a witness on behalf of the plaintiff. *Held*, that he was a competent witness under the statute, although he had no interest in the property.

Donald v. Jarvis, 568.

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"partnership," 1.

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had sold property jointly on at common law, and was executed by the joint execution creditor, desired the sheriff to complete the sale, and

GRANT FROM THE CROWN.

the sheriff accordingly refused to convey the property to the purchaser at the sheriff's sale, who thereupon filed a bill against the sheriff to compel him specifically to perform the alleged contract, but it appeared that no memorandum evidencing the sale had been made or signed by the sheriff.—*Held*, that the contract must be in writing, under the Statute of Frauds. *Witham v. Smith, 203.*

GRANT FROM THE CROWN.

1. Although the Crown will be permitted to shew mistake in law or fact, in respect of its grant, when it would not be open for an individual to do so, still the evidence must not be such as to make out a *prima facie* case only.

Attorney-General v. Garbutt, 181.

2. The plaintiff having purchased at sheriff's sale all the interest of a bargainee of the Crown to certain lands, placed the defendant in possession; afterwards the Crown Lands Department advertised these lands, amongst others, for sale at a stipulated price. The rule of the department in all such cases was, that the occupant of any such lands was entitled to a right of pre-emption; and the defendant, concealing the nature of his holding, applied for and became the purchaser of those lands, and obtained a patent therefor, after notice to the government of the claim of the plaintiff. Upon a bill filed for that purpose, the court declared the defendant a trustee of the lands, and ordered him to pay the costs of the suit.

Dougall v. Lang, 292.

3. Boulton v. Jeffrey (reported in 2 U. C. Jurist, p. 74) remarked upon. *Id.*

4. In the year 1797 an order in Council was made in favour of M. P., as daughter of S. De F., a U. E. Loyalist, under which a lot of land was located, and a description thereof

INJUNCTION.

was regularly made out in her name; but in the year 1801 a patent for the lot so described issued to one M. F., the sister of the husband of the locatee, but during her life she never claimed any interest under such patent. No authority was shown for the change of the name in the grant from "M. P." to "M. F." The court, upon an information filed at the suit of the Attorney-General, decreed the patent to be cancelled. (*Esten, V. C., dissenting.*)

Attorney-General v. Garbutt, 383.

5. The registry acts do not apply to instruments executed previously to the grant from the Crown; where, therefore, the locatee of land executed a bond to convey, and after the issuing of the patent sold and conveyed the property to a third party, who again sold and executed a conveyance to a purchaser for value, but before either had paid his purchase money, the holder of the bond having registered the same, filed and served a bill for specific performance.—*Held*, that neither vendee was in a position to plead a purchase for value without notice, and that the plaintiff was entitled to a specific performance with costs.

Casey v. Jordan, 467.

IMPROVEMENTS.

See "Distribution."

INDORSER.

See "Principal and Surety," 3, 4, 5, 6.

INJUNCTION.

1. The solicitor of a mortgagee, in a suit of foreclosure after a decree of absolute foreclosure, purchased the mortgagor's interest in the premises; the decree so pronounced was subsequently set aside, and a decree *nisi* directed to be drawn up, directing, *inter alia*, a sale of the mortgaged premises, and that all judgment creditors should be served with the decree