

PRIORITY.

See "Sale for Taxes," 2.

"Mortgage," &c., 7.

PRIORITY OF ACTS.

See "Lessor and Lessee," 2.

PROOF OF EXECUTION OF CONVEYANCE.

Where the signature to a deed under which the plaintiff claimed was spelled in a manner different from that in which it was shewn the alleged grantor had spelled his name, and other circumstances of suspicion were shewn, and his sister gave evidence tending to prove the signature to be a forgery; the only evidence in support of the genuineness of the signature being that of the solicitor who prepared the instruments, who had no recollection of the circumstances, but swore he must have been satisfied, at the time, with the identity of the grantor or he would not have allowed the deed to be executed; the Court *held*, that the execution of the conveyance had not been proved.

Duffy v. Smith, 428.

PUBLIC SCHOOL TRUSTEES.

In proceeding to select a site for a public school-house, no notice of the proceeding to arbitrate upon the question of compensation was given to a lessee in possession of property selected, and in consequence he did not name an arbitrator, neither did he attend before or take any notice of the arbitration; and the arbitrators in fact did not take into consideration the value of his interest, neither did they find that such interest was not of any value. The Court, at the instance of the lessee, declared that his interest had not been affected by the arbitration, and directed an inquiry as to damages sustained by him, and ordered the trustees to pay him his costs of suit.

Johnson v. The School Trustees of Howard, 204.

PURCHASE MONEY PAID BY INSTALMENTS.

See "Vendor and Purchaser," I.