

T. and M. having cross judgments at law applied to that court to set the one judgment off against the other, which application was refused on the ground that the judgment against T. had been assigned to a third person without notice; but it appearing that M.'s liability to T. arose in consequence of T. being surety for M. this court granted an injunction against the assignee, to prevent him enforcing the judgment recovered by M.; as a person purchasing a chose in action does so subject to all the equities to which it is liable in the hands of the assignor.

Thompson v. Miller, 481.

#### JUDGMENT CREDITORS.

In suits of foreclosure, where there are several judgment creditors, the decree should give the creditors successive rights of redemption, although very short periods must be fixed for that purpose.

Carrol v. Hopkins, 431.

#### LACHES.

See "Specific performance," 1, 2.

#### LANDS.

See "Partnership."

#### LEASE.

In a lease of property in the town of London a clause was inserted whereby the lessor agreed to erect the outside of a frame building, and bound himself, in case of its being destroyed by fire, to rebuild *to the same extent*, or in default the rent reserved to cease. Afterwards the house was burnt down and in the interval between the execution of the lease and the

destruction of the property the Municipal Council of the town, under the authority of an act of the Legislature, passed a by-law prohibiting the erection of frame buildings in that locality. The lessee refused to pay rent until the terms of the lease were complied with on the part of the lessor by his re-building, and thereupon the lessor filed a bill to cancel the lease which had been executed, on the ground that it had become impossible for him to carry out the agreement in consequence of the provisions of the by law. The court refused the relief asked; but, on a submission in the answer, directed a reference to the master to fix a proper rent to be paid by the lessee upon the lessor re-building with brick, with costs to be paid by the plaintiff.

Williams v. Tyas, 533.

#### LIEN.

##### (VENDOR'S)

1. A vendor of real estate who takes, by way of security for the purchase money, the joint and several promissory notes of the vendee and surety, does not lose his lien on the estate for the purchase money though he took no mortgage therefor.

Colborne v. Thomas, 182.

2. A vendor's lien for unpaid purchase money has priority over the lien created by a registered judgment against the vendee.

Hughson v. Davis, 588.

3. Where a sale was made and conveyance executed before a Court of Chancery was established in Upper Canada: *Held*, that a vendor had, notwithstanding, a

##### IV GRANT'S CH'Y.