SET-OFF BY MORTGAGOR'S ASSIGNEE.

A purchase of lands had been made by plaintiffs and one *C.* jointly, each to pay one-half the purchase money: the plaintiffs paid more than their share and had a lien on *C.'s* interest for the excess; they also had lumber dealings together, the accounts of which were unsettled, and the balance thereon was claimed by each to be in his favour; in accounts of these lumber dealings the plaintiffs had charged *C.* with his share of the purchase money: they afterwards filed a bill claiming that the land account and lumber account were unconnected; that they should be paid their advances for *C.* on the land, and that in default his mortgagees and assignee should be foreclosed.

Held, that as against the lien of the plaintiffs on the land these mortgagees were entitled to set off the amount, if any, due by the plaintiffs on the lumber dealings.

Cook v. Mason, 112.

SEWAGE RATES.

Held, on appeal from the Master, that the sewer rates in the City of Toronto, under by-law 468, do not form a charge upon lands.

Squire v. Oliver, 441.

SIMPLICITY OF INVENTION.

The great simplicity of an invention is not a ground of objection to a patent therefor. It is rather a recommendation in favour of it.

Yates v. Great Western R. W. Co. 495.

SOLICITOR.

See "Trustee," &c., 4, 5.

SPECIFIC PERFORMANCE.

1. An agreement for sale of lands referred to them as certain lots in "Stretton's Survey." No survey had in fact been then made, but a rough sketch of the proposed survey was in existence.

Held, that such sketch could not be considered as the survey referred to in the agreement; and as parol evidence was necessary to shew the particulars as to size and position, without which such sketch was unintelligible, the Court refused to enforce the agreement, but offered to make a decree for performance of the agreement admitted by the answer without costs; or dismiss the bill without costs—the defendant having improperly denied the