

father for a distribution of the estate, the court refused to make to the sons any allowance in respect of such improvements.

Foster v. Emerson, 135.

DIVISION COURT.

See "Injunction," 2, 3.

DOWER.

1. A sale of land for taxes, under the wild lands assessment act, destroys the right of the widow of the owner to dower.

Tomlinson v. Hill, 231.

2. Although at law the right of dower during the life of the vendor, is a nominal incumbrance only, the purchaser has a right in equity to compel its removal or to have specific performance of the contract with an abatement in the amount of the purchase money in respect of such incumbrance.

VanNorman v. Beaupre, 599.

ELECTION.

(TO PROCEED AT LAW OR IN EQUITY.)

See "Practice," 2.

EQUITY OF REDEMPTION.

(PURCHASE OF.)

1. The purchaser of an equity of redemption subject to a charge which is his own proper debt, or which he is under any contract, express or implied, to discharge, cannot keep such charge alive as against a mesne incumbrance, which, by the terms of the contract of purchase, express or implied, the purchaser was also bound to discharge.

Blake v. Beaty, 359.

2. Irrespective of the form of the contract between the parties, the rule is clear that the purchaser of an equity of redemption is bound as between himself and his assignor to pay off the incumbrances.

Thompson v. Wilkes, 594.

3. Where land subject to a mortgage is sold by the sheriff under statute 12 Vic., ch. 73, the purchaser acquires only the title of the mortgagor at the time the writ was delivered to the sheriff, not such as he had at the time of registering the judgment.

Pegge v. Metcalfe, 628.

4. A judgment creditor purchasing an equity of redemption at sheriff's sale, cannot set up his registered judgment against a mortgage upon the premises made before the delivery of the writ to the sheriff.—*Ib.*

5. And *quære*, whether a stranger purchasing the premises would not be bound to pay off judgment as well as mortgage debts, as forming together a portion of the price of the land purchased.—*Ib.*

EVIDENCE.

1. A vendor having, in consequence of disputes arising between him and his vendee, sold the same property to another purchaser, but who had notice of the original contract,—in a suit by the first against the vendor and the second vendee for the specific performance of the contract, the vendor was offered as a witness on behalf of the other defendant. *Held*, that he was not a competent witness under the circumstances, although he had parted with all interest in the property.

McDonald v. Jarvis, 568.

FORGERY.

See "Partnership," 1.

FRAUDS.

(STATUTE OF.)

Where a sheriff had sold property under an execution at common law, but before any deed was executed by him, a settlement was effected by the debtor with the execution creditor, who thereupon desired the sheriff to refrain from completing the sale, and