

Province of British Columbia.

SUPREME COURT.

DAVIE, C.J.]

[March 3.

GRIFFITHS *v.* CANONICA & ROLSTON.

Lease—Agreement—Registration—Notice—Fraud.

G. leased to C. a certain piece of property for a term of years, and the same day G. entered into an agreement with C. to sell to him the buildings on said premises. C. covenanted to pay rent in advance, to keep premises in good repair, pay insurance and not to assign lease without the consent of G., further that any breach of covenants nullified lease at the option of G. The lease was duly registered, but the agreement was not. The lease did not directly refer to the agreement. C., without the knowledge or consent of G., assigned the lease to one R. for one-half of the period of his, C.'s, time under the lease, and R. registered his sub-lease. In the meantime C. failed to pay in insurance premiums and also the instalments of purchase for buildings; as soon as G. became cognizant of C.'s assignment of lease, he refused to accept rent money from either C. or R., and brought suit for repossession of the premises and buildings and for cancellation of his agreement and lease to C., as well as C.'s sub-lease to R. It appears R. had knowledge of the agreement between C. and G., and that C., as per that agreement, was not to assign lease without G.'s consent.

The defendants depended on the Land Registry Act, R. specially referring to sec. 35. Defendants also set up that sub-lease being only for half the period, was not an assignment.

Held, that R. having notice of the contemporaneous agreement could not plead or obtain the protection of sec. 35 of L. R. Act, and such being the case the defects of C.'s title directly affected R. *Paget v. Mitchell*, L.R. 28 Chy. D. 255.

Judgment for G. against C. and R. for arrears of rent, vacating term of lease and cancelling registration of lease and sub-lease, also for costs of suit.

Russell and Godfrey, for plaintiff.

McGee, for Canonica.

Wilson and Campbell, for Rolston.

North-West Territories.

SUPREME COURT.

NORTHERN ALBERTA JUDICIAL DISTRICT.

SCOTT, J.,
In Chambers. }

[March 5.

RANDALL *v.* ROBERTSON.

Practice—Adling co-defendant—J O., sec. 46.

The action was for damages for illegal distress of plaintiff's goods for arrears of rent. Defendant, who in distraining acted as bailiff for one Osborne, plaintiff's landlord, from whom he took a letter of indemnity, applied with