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v. Beard, 380.

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PURCHASER.

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2. Where judgment is registered against the vendee of lands prior to the conveyances being executed in pursuance of the contract, the vendor is not entitled to a rescission of the contract in default of payment, but may obtain a decree of foreclosure or sale.

Galt v. Bush, 36C.

3. If a vendor conveys land to a purchaser under an agreement that he will execute a mortgage to secure the purchase money, which agreement the vendor neglects to register; and judgments are subsequently registered against the purchaser, they will prevail over the agreement. *Semle.—Ib.*

4. The vendor of lands having taken a mortgage upon them for the purchase money, accepted from the purchaser a transfer of other lands, the price of which he endorsed on the mortgage; and the lands so transferred being subject to incumbrances, the vendor took from the purchasers their bond to discharge them, which having failed to do, the vendor was held entitled to claim under his mortgage against the lands sold by him, the amount of the incumbrances so left unpaid: the rights of no third party having in the meantime intervened.

Maulson v. Moore, 448.

VENDOR'S LIEN.

1. A purchaser of real estate executed to his creditor a mort-

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gage thereon for a balance of unpaid purchase money, but which was not registered until after a judgment recovered against the purchaser had been recovered and registered. *Held*, that the judgment had priority to the mortgage, although the deed to the purchaser had never been registered; and that under such circumstances the vendor did not retain any lien for the unpaid purchase money.

Burgess v. Howell, 37.

2. The lien of a vendor for unpaid purchase money is not waived by the fact of his suing and recovering judgment for the amount, although such recovery is subsequent to another judgment registered against the purchaser.

Flint v. Smith, 389.

See also "Vendor and purchaser," 4.

WAIVER OF TITLE.

Writing a letter apologising for non-payment of purchase money; accepting a release of dower from a person whose title is identical; or, giving a mortgage to secure the payment of the purchase money, are circumstances indicating that the title of the vendor is approved of.

McDonald v. Garrett, 290.

WAY.

(OF NECESSITY TO GRANTEE OVER LAND OF GRANTOR.)

See "Right of Way."

GRANT VIII.