

PARTNERSHIP.

LEASE.

See "Parol Evidence." 1.

MORTGAGE.

Land subject to two mortgages was sold for 20s. under a writ of *fi. fa.* issued on a prior registered judgment, and the purchaser subsequently bought up the first mortgage. The holders of the second mortgage having filed a bill, praying foreclosure, on the ground that under the circumstances the purchaser at Sheriff's sale was bound to pay off both mortgages; the Court refused this relief, and on appeal the decree was affirmed.

The Bank of Montreal v. Thomson, 239.

NOTICE OF ACTION.

See "Corporation."

PAROL AGREEMENT.

See "Sheriff's Sale."

PAROL EVIDENCE.

A lease, dated 15th March, 1862, was, in July of the same year, altered in several respects and re-executed by the parties thereto; the date remaining the same, and a memorandum was signed cancelling the first lease.

Held, affirming the judgment of the Court below, that the lease spoke from the day of re-execution, not from the day of its date; and that the provisions of the lease, in connection with the surrounding circumstances, did not afford sufficient evidence of a contrary intention to justify a different construction. [*Spragge*, V. C., *A. Wilson*, J. and *Mowat*, V. C., dissenting.]

Bell v. McKindsey, 9.

See also "Sheriff's Sale."

PARTNERSHIP.

An agreement between two persons that they should carry on business as co-partners in the sole name of one of the two, the other being in debt, and wishing by this means to keep the property from his creditors, does not exempt the partner whose