be intended to follow, but does not accurately follow, the words of the recital, the effect of the operative party will be controlled by the recital, and "the further sum of $500" is clearly stated in the first recital in the deed of Oct. 7, 1901, to be "an additional consideration for said land" and the Chancellor was right in holding the $500 to be part of the consideration, and as it had never been paid it formed a lien on the land.

2. For reasons set forth in judgment of RIDDELL, J., the personal judgment against the defendants could be sustained.

Per RIDDELL, J.:—In addition to the grounds upon which the decision is put by the Chancellor, it was argued before us that the mere fact of taking a conveyance of land subject to an incumbrance obligated the grantee to pay off the incumbrance, and this is a fortiori if there were a covenant to indemnify the grantor. The bald proposition first set out is, of course, based upon *Waring* v. *Ward*, 7 Ves. 332, and like cases, but, whatever may be the rights as between grantor and grantee, there can be no doubt that the incumbrancer cannot take advantage of the equitable right to indemnity (if it exist) and bring his action against the grantee directly: *Walker* v. *Dickson*, 20 A.R. 96. If there be an express covenant on the part of the grantee with the grantor, the case is not advanced. The doctrine supposed to be an equitable one that if A. promise B. that he (A.) will pay to C. B.'s debt to C., then C. can sue A. for the same, is not tenable. Some discussion of this heresy will be found in *Kendrick* v. *Barkey*, 9 O.W.R. 356,, at pp. 358 et seq. Nowadays the difficulty is got over by the original creditor taking from the new grantor an assignment of his rights against the grantee: *British Canadian Loan Co.* v. *Tear*, 23 O.R. 664.

It may be noticed also that in the conveyance to these defendants they do not covenant to indemnify their grantors or any one, and the conveyance is not even subject to the conditions, etc., of the original deed from Quart. And the stringent rule of *Carter* v. *Carter*, 26 Gr. 232, in which Blake, V.-C., held that if there is a devise of land subject to the payment of an annuity, and the devisee accepts the devise, he will be held to have assumed a personal liability to pay the amount, has never been extended to the case of a grantee. The only ground upon which the personal judgment against these defendants can be supported, if at all, is that upon which it is put by the Chancellor, that is, the covenant by the original grantees, and this being held to run with the land.