

*Held*, that this instrument, though inartificially drawn, was open to the construction that it was a satisfaction of the debt as between the executors and the assignee, but conveyed to the latter all their interest in the mortgage as against subsequent incumbrancers; but that, even assuming that it was a release of the mortgage, and not an assignment, the assignee had a prior claim to the surplus proceeds for the amounts he had advanced on the mortgage to prevent foreclosure and sale, subject to a credit for any amounts received by him for rent of the mortgaged premises.

The assignee had also recovered judgment against the sheriff, who had been indemnified by R. M. & Co., and they being entitled to a lien on the land if their judgment against the defendant was established, if not to a dividend out of defendant's estate, it was agreed that they should be relieved of the assignee's judgment against the sheriff, and that the amount should go against their judgment in the event of its being held valid, or if not, then against their dividend.

*Held*, that the assignee, under this agreement, had also a prior claim on the surplus proceeds for the amount of the judgment against the sheriff, and that R. M. & Co. were entitled only to the balance.

*Bond v. Hutchinson et al.*..... 443

## TAXES, Lien for.

1. Defendants' testator mortgaged certain property to plaintiff who afterwards foreclosed and the property was offered for sale April 10th, 1876, and bid in by John McDonald, who paid a deposit of \$300, but failed to complete the purchase. The property was again offered for sale November 19th, 1877, and realized a sum which, with the deposit paid on the first sale, satisfied the plaintiffs' mortgage, and left a surplus of \$322.29. Upon this surplus a claim was made under R. S. cap. 21, sec. 81, for taxes due by testator for 1874-5-6-7. McDonald, who had bid in the property at the first sale, held a second mortgage upon it to more than the amount remaining in the Sheriff's hands.

*Held*, that the statute was not applicable to the case, as the sale referred to in the first branch of the section was a sale by the person owing the rates at the time of the sale, whereas the testator had conveyed the property to the mortgagee before the rates had become due, and the property had not been taken under any "process of law" within the meaning of the words in the latter part of the section.

*Black v. Murray et al, Executors*..... 311

2. The City of Halifax has no lien upon real estate for taxes, sec. 342 of chap. 81 of the Acts of 1864, having reference only to personal property.

*Almon et al v. Hutt*..... 426

## TRADE MARK.

*See LABEL.*

## TRAFFIC ARRANGEMENT.

*See WINDSOR AND ANNAPOLIS RAILWAY Co.*

## TRUST.

1. Thos. S. Crow, an ordained Presbyterian minister, and David and Jacob Frieze, Presbyterians and members of his congregation, purchased a lot of land in 1853 for the purpose of building a house of worship, and for a burial place for that part of the congregation residing in its neighborhood, and having erected at their own cost a place of worship, and fenced in the land, conveyed the land and building in 1854 to W.