

"Breaking" land in a contract does not include back-setting.

ANLY v. HOLY TRINITY CHURCH. *Mechanic's Lien Act.*—*Sub-contractor.*—*Equitable assignment by contractor.* Until a lien under the Act has been acquired by a sub-contractor, the contractor may give an equitable assignment of the contract price. In such case the sub-contractor can recover nothing from the owner of the land.

BRAUN v. HUGHES. *Sale of land.*—*Rescission by one of several joint purchasers.* Five persons, of whom the plaintiff was one, jointly purchased land from the defendants. On a bill to set aside the purchase upon the ground of fraud, *Held*, that the sale could not be rescinded in part, and that the plaintiff's only remedy was by deceit.

The court refused to allow the plaintiff to procure a conveyance from the other purchasers, and thus rescind the whole sale; such other purchasers not being parties to the suit.

RANKIN v. MCKENZIE. *Joint covenant.*—*Liability of executors of deceased covenantor.* "The mortgagors do hereby for themselves, their heirs, executors and administrators, covenant, promise and agree, to and with the said mortgagee, his heirs and assigns, in manner following, that is to say, that the said mortgagors, their heirs, executors, administrators, or some or one of them, shall and will, well and truly pay or cause to be paid," &c., is a joint covenant.

The cases in which joint covenants will be held to be joint and several discussed.

RE BANNERMAN. *Real Property Act of 1885.*—*Probate.* Before executors can apply for registration as owners of the defendant's land they must prove the will in Surrogate Court.

RE IRISH. *"Real Property Act of 1885."*—*Unpatented lands.* (1) By section 28 lands "when alienated" by the Crown, "shall be subject to the provisions of this Act." The word "alienated" means completely alienated—that is