

setting up that the transaction was a mortgage, alleging that his poverty had, in the meantime, prevented him from enforcing his claim; the court, though inclining to dismiss the bill, directed an issue as to the question of mortgage or no mortgage.

Watson v. Munro, 662.

### MUNICIPAL CORPORATIONS.

Land was conveyed to the Town Council of Goderich for the purpose of a market place, and the Council considering that the quantity of land was greater than required for that purpose, agreed to grant a portion of it to the Municipal Council of the Counties of Huron and Bruce for the site of a court-house. Upon an information filed to restrain the proceedings of the councils—*Held*, that a corporate body acting as a trustee is as amenable to the jurisdiction of equity as an individual; that any alienation of the land was a breach of trust, and the land should be reconveyed; and if no conveyance had been actually executed, its execution should be restrained.

Attorney General v. Goderich, 402.

### NOTICE.

1. Constructive notice is insufficient in any case to postpone a registered conveyance executed *bonâ fide*.  
Ferrass v. McDonald, 310.

2. A lessee of the Canada Company, with a right of purchase, assigned his claim to the plaintiff, and afterwards, in fraud of the plaintiff, obtained, in his own name, an absolute conveyance from the company, and conveyed the land to the defendant, a *bonâ fide* purchaser, without notice, who paid part of the purchase money, and registered the deed to himself. The plaintiff omitted to register the assignment to him. *Held*, that defendant was entitled to hold the land, freed from any claim of the plaintiff. *Id.*

### PARTNERSHIP.

#### NULLITY.

See "Mortgage," 7.

#### PAROL EVIDENCE.

The circumstances under which parol evidence should be admitted to give to an absolute deed the operation of a mortgage between the parties considered and discussed.

Matthews v. Holmes, 1.

See also "Specific Performance," 1.

#### PARTIES.

*Semble*—That this court would entertain a bill for the purpose of compelling a sheriff to convey property sold under an execution; but to such a bill the execution debtor whose property has been sold must be made a party.

Witham v. Smith, 203.

See also "Conveyance."

### PARTNERSHIP.

One of two partners carried on the business of bill broker on his own account, and in that capacity received from the plaintiff several sums of money, by checks and proceeds of drafts on the plaintiff, as the price of certain promissory notes, and the money was by the broker paid into and used with the partnership funds. It was afterwards discovered that these notes had been all forged by the broker, who absconded, and the remaining partner executed a deed of assignment of all the joint effects to trustees for the benefit of all their creditors. Upon a bill filed for that purpose the court held that the plaintiff had a right to be paid his claim out of the partnership assets. [*Spragge, V. C., dissentiente.*]

Wallace v. James, 163.

2. One of several partners, engaged in the purchase of wheat and flour, sold one half of his interest to a third party, to which the other partner, who had supplied all the funds used