

and he signed the contract with his own name only. The board afterwards, by several resolutions, during three years, unanimously recognized the purchase as their own, and paid three instalments of the purchase money. In an estimate under the corporate seal, the board applied to the town council for money to pay "for school premises for a central school, contracted for and agreed to be paid, \$1,570; for building a central school-house on said purchased premises, \$7,870." It was shewn that there was no other property or contract to which this language could refer than the property or contract mentioned. The town council did not comply with the requisition, and ultimately trustees were elected, a majority of whom determined to repudiate the purchase:

Held,—in a suit against the board, by the person in whose name the purchase had been made, for indemnification in respect of the remainder of the purchase money,—that the plaintiff was entitled to relief.

Smith v. The School Trustees of Belleville, 130.

See also "Insurance," 2.

"Vendor and Purchaser," 2.

PRINCIPAL AND SURETY.

S was surety to *B* for a debt, for which *A*, the principal debtor, gave a mortgage to *B* as a further security. The creditor recovered judgment against the surety and sold his lands under execution. While the *fi. fu.* was in the Sheriff's hands and before the sale, *S* mortgaged the lands to creditors of his own:

Held, that as the surety would, on paying the debt to *B*, have been entitled to the benefit of the mortgage which the principal debtor had given to *B*, so where the lands of *S* were sold to pay the debt and the mortgagees of *S* were thereby deprived of them, these mortgagees were entitled to the benefit of the original mortgage as against any subsequent assignment of the mortgage by the mortgagee, and any subsequent mortgage by the mortgagor.

Quay v. Sculthorpe, 449.

PRIORITY.

The mortgagor of the lands in question having made an assignment in insolvency, subsequent, however, to the execution of the plaintiff, and it appearing that there was a surplus after payment of all claims proved against the lands in the suit by the prior mortgagee, it was *held* that, in the absence of