

Held, also, however, that this was at all events a question of assessment, and that although the lessor had been assessed in respect of the lane for its full value as vacant land, and the lessee had been assessed in respect of the extension as merely so much bricks and mortar, the lessor could not recover any portion of the taxes paid by him, the apportionment of the assessment being altogether a matter for the Assessment Department; BURTON, J.A., expressing no opinion on this point.

McCarthy, Q.C., *Johnston*, Q.C., and *N. F. Davidson*, for the appellant.
Moss, Q.C., and *W. H. Lockhart Gordon*, for the respondents.

From ROBERTSON, J.]

[Jan. 14.

LONG *v.* CARTER.

Bankruptcy and insolvency—Assignments and preferences—Principal and agent—Trust.

When an agent purchases goods for his principal with money supplied by the principal, there is a trust impressed upon the goods in the principal's favor, and this trust is enforceable against the agent's assignee for the benefit of the creditors, even though the agent has, while purchasing for the principal, also purchased goods of the same kind for himself, and has not set aside specific portions of the goods to answer the principal's claim.

Harris v. Truman, 9 Q.B.D. 264, applied.

Judgment of ROBERTSON, J., affirmed.

Gibbons, Q.C., for the appellant.

Crerar, Q.C., for the respondents.

From ROBERTSON, J.]

[Jan. 14.

TRUST AND LOAN COMPANY *v.* MCKENZIE.

Mortgage—Owner of equity of redemption—Extension of time for payment—Increase in rate of interest.

An agreement between the mortgagee and the purchaser of the mortgaged premises for an extension of time for payment of the mortgage, in consideration of payment of interest at an increased rate, with a reservation of remedies against the mortgagor, does not operate as a release of the liability of the mortgagor upon his covenant. He is not a mere surety, and if his right of redemption is not affected, or the value of the mortgaged property impaired, he cannot complain.

Judgment of ROBERTSON, J., reversed.

Marsh, Q.C., for the appellants.

Fish, for the respondent.