

plaintiff was, and is, entitled to fell the hemlock trees mentioned in the contract, during the period therein provided. 1856.

Hatch
v.
Fick.

Upon the question, whether or not the plaintiff has unnecessarily come to this court to restrain the proceedings at law by defendant *Fick*, we think that the contract itself would have been a good defence at law, if the suit had been by the owner of the land, the party to the contract, *Brown*; but that it is not so to an action by *Fick*. The contract is for the sale of that which has been held to be an interest in land, and capable of registration, but it was not registered. *Fick* is a purchaser of the land for a valuable consideration, and the conveyance to him is registered. But having actual notice, as it is proved he had of the contract with the plaintiff, an equity is created on behalf of the plaintiff which entitles him to come to this court; inasmuch as in this court only, and not at law, that equity will avail him against *Fick's* registered conveyance. Judgment.

The decree must be for an injunction and decree as prayed by the bill, with costs against the defendant *Fick*.

VANKOUGHNET V. MILLS.

Principal and surety—Indorser.

The holder of a promissory note sued the maker and indorser, and February 23. after execution placed in the sheriff's hands against both, the plaintiff, upon the application of the maker, entered into an arrangement by which he extended the time for payment of the amount, without the consent of the indorser. Held, that this discharged the indorser from all liability.

The bill in this case was filed by the Honourable *Phillip M. Vankoughnet* against the Honourable *Samuel Mills*. From the pleadings and evidence it appeared that the plaintiff had become an accommodation indorser of a promissory note for one *Jarvis*, which was