

gh at any time there-
that he would not
ther steamers then
o any person or per-
ose of navigating the
below Ogdensburgh.
roprietor transferred
forwarder, and sold
steamers to persons
ledge of this cove-
withstanding, commen-
vessels on the St.
Ogdensburgh. Upon
t purpose, the court
bound by the cove-
by the original pro-
nted an injunction
from navigating the
ensburgh with those

v. Nixon, 273, 373.

mised property for a
with a stipulation that
d not carry on any
ould affect the in-
ssee made an under-
ny such stipulation,
see commenced the
fying high-wines,—
by the lessor against
Court restrained the
nuing to rectify high-
n any other business
ere in any way with

rnold v. White, 371.

r of a mill dammed
a river so as to over-
person owning the
him, who filed a bill
to restrain such over-
ound, amongst others,
him building a mill
being doubtful on the
er or not the party
a mill-site upon his
quiry was directed on

urr v. Graham, 491.

JUDGMENT CREDITOR.

6. The owner of shares in a steam-boat, on which a portion of the price was secured by the bond of the holder, sold the same subject to this bond, and the shares were afterwards transferred in trust for the benefit of the original owner of the vessel, who still held the bond for securing the payment of the stock; notwithstanding which, proceedings were taken by him to enforce payment of the bond. Upon a bill filed for that purpose, the court restrained further proceedings thereon, and ordered the bond to be delivered up to be cancelled, with costs.

Thompson v. Wilkes, 594.

7. A party professed to sell the secret of a preparation called "Jones' Patent Flour," and became bound not to disclose the secret to any other person in Canada, nor make use of it himself, except at the instance and for the benefit of his vendee; notwithstanding, he afterwards commenced selling a similar article, done up in bags, bearing a general resemblance to those of his vendees, although differing in some minute particulars, and led parties purchasing it to believe that it was the same article. The court granted an injunction to restrain him from selling the same preparation, or any other preparation done up in such a manner as to lead the public to suppose that it was the same article, and from representing it to be such, although it was sworn by the vendor that the preparations were not the same.

Whitney v. Hickling, 605.

IRREGULARITY.

See "Mortgage," 7.

JUDGMENT CREDITOR.

A judgment creditor is not a purchaser within the meaning of the statute 27 Eliz., ch. 4.

Goodwin v. Williams, 539.

See also "Equity of Redemption," 4, 5.

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LIMITATIONS.

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LACHES.

See "Specific Performance," 6.
"Mortgage," 5, 10.

LIEN.

A deed of trust was executed by a debtor, and by a mistake in setting out the metes and bounds, a portion of the property intended to be conveyed was omitted; subsequently to which a creditor obtained and registered a judgment against the debtor: *Held*, that the assignees in trust were entitled to have the mistake rectified, and that the lien of the judgment creditor did not attach upon the land.

McMaster v. Phipps, 253.

A creditor obtained judgment previously to the statute 13 & 14 Vic., ch. 63, which, after the passing of that act, he registered. Subsequently to this the debtor assigned to a third party his equitable right, as purchaser, to certain lands, upon which a small balance of the purchase money remained due. *Held*, that the judgment so registered attached, and that the plaintiff was entitled to payment of his claim out of the proceeds of such lands, which, upon a bill by the judgment creditor, were ordered to be sold.

Dunovan v. Lee, 345.

LIMITATIONS.

(STATUTE OF.)

A father, being desirous of assisting his sons, put them in possession of portions of his real estate, and frequently expressed his intention and determination to convey such portions to the sons; during the continuance of such possession, however, the father was frequently on the premises assisting with his advice and directing the actions of his sons in improving the property, and conveyed an acre to one of the sons, and subsequently sold a valuable portion of the premises occupied by the same son: by his