

## SUPERINTENDENT OF ASYLUM.

To a suit to restrain a nuisance caused by a public asylum, the superintendent of the institution is not a necessary party.

*Hiscox v. Lander*, 250.

## SUPPORT.

[INQUIRY AS TO AMOUNT REQUIRED FOR.]

See "Equitable Execution.

## SURROGATE COURTS.

See "Costs of Contentious Suits in Surrogate Courts."

## TAXES.

See "Sale of Land for Taxes," 1.

## TENANCY IN COMMON.

*A.*, one of several tenants in common of a lot of land, conveyed it in fee, as an entirety, to *B.*, who conveyed to *C.*, who conveyed to *D.* On the sales to *B.* and *C.* £100 of the purchase money was allowed to remain unpaid until all matters of title could be settled, it being then known that *A.* had only a tenancy in common in the land, and that proceedings for a partition of that and other lands, held on the same tenancy, were pending. In February, 1855, *C.* paid the £100, on receiving from *A.*'s husband and *E.*, one of the other tenants in common, a covenant under seal to have a partition made without delay, and, if possible, to have the lot so sold included as part of their share, and to execute such further assurances as might be necessary to make *C.*'s title good, and in default to repay the £100 with compensation for improvements and charge for occupation rent. In a suit in this Court for partition *D.* was made a party, and this lot was charged with various sums in favour of *A.*'s heirs and *E.* and other tenants in common for equality of partition, rents, &c. *D.* had no knowledge of the existence of this covenant until after the Master's report, when he procured an assignment of it, and filed a petition in May, 1875, to be relieved of the charges on his land under the report, and to be indemnified against them by *A.*'s representatives and *E.*

*Held*, on re-hearing by the full Court, (1) that *D.* was entitled to the relief prayed; (2) that the application was not too late, as *laches* could not be imputed until after knowledge of the facts; (3) that it was immaterial whether the covenant ran with the land or not; (4) that *E.*'s liability was not limited to the £100, but was for a complete indemnification of *C.* and his assigns.

*Rice v. George*, 513.