

bers of a local board of health allow a person suffering from an infectious disease to go into an adjoining municipality, they are liable to repay to that municipality moneys reasonably expended in caring for the sick person and preventing the spread of the disease.

Judgment of ROBERTSON, J., affirmed, HAGARTY, C. J. O., dissenting.

Idington, Q.C., for the appellants.

Aylesworth, Q.C., and *F. H. Thompson*, for the respondents.

From C. P. Div.]

[June 6.

TRUSTS CORPORATION *v.* HOOD.

Principal and surety—Assignment of mortgage—New mortgage—Reservation of rights.

A covenant by the assignor of a mortgage with the assignee that the mortgagee moneys shall be duly paid makes the assignor a surety for the mortgagor, but he is not discharged by the assignee extending the time for payment and taking from the mortgagor a new mortgage on the same land to secure the debt, there being at the time, although by parol only, an express reservation of rights against the assignor.

Judgment of the Common Pleas Division, 27 O.R. 135, affirmed, OSLER, J. A., dissenting.

Osler, Q.C., and *Ball*, Q.C., for the appellants.

Aylesworth, Q.C., for the respondents.

From Chy. Div.]

[June 6.

HENDERSON *v.* HENDERSON.

Limitation of actions—Purchase of farm—Mortgage to secure purchase money—Possession by son of purchaser—Payment of mortgage—Effect of discharge.

In March, 1881, the plaintiff's testator purchased a farm, and had it conveyed to himself, giving to the vendor a mortgage to secure \$3,600, part of the purchase money. In April, 1881, one of his sons, with his assent, went into possession upon the understading that he should apply the profits derived from the farm, after providing for his own living, towards payment of the mortgage, and there was some evidence that the father promised that when the mortgage was paid he should have the farm subject to payment of an annuity to his father and mother. The son contributed from time to time \$1,800 towards payment of the mortgage, which, the balance being made up by the father, was paid off on the 30th of March, 1886, a statutory discharge acknowledging payment by the father being on that day made and registered. The father after this declined to convey the farm to the son and promised to leave it to him by will, but died in 1894, leaving a will in favor of the plaintiffs. The son continued in possession of the farm until his death in 1892, and the defendants, to whom he devised his property, continued in possession after his death, this action being brought to eject them. From time to time during the life time of the son the father had spent a few days at the farm, but had not actively interfered in the management.