

and made parties to the suit. Notwithstanding this, however, the solicitor, who was also a judgment creditor of the mortgagee, proceeded upon his judgment, and was about to sell the mortgage premises under execution. The court, upon a motion made in the cause, restrained the solicitor from proceeding with his execution, and ordered him to pay the costs of the application.

Goodwin v. Williams, 178.

2. The plaintiff had subscribed a sum of money to aid in the erection of the parish church in the city of Toronto, with a view of raising such a sum as would enable the churchwardens to erect the church on the old site, so as to avoid leasing off portions of the land about the church, used as a burying-ground. Subsequently, at a meeting of the vestry, the plan of building was changed, by reason of which, in making the excavations for the foundation of the church, the graves of several members of the plaintiff's family were disturbed; thereupon the plaintiff addressed to the vestry clerk a letter annulling his subscription, and refused to pay it. A suit having been instituted in the Division Court for the recovery of this subscription, a motion was made in this court for an injunction to stay such action. The court, under the circumstances, refused the application, with costs.

3. *Quere*, whether this court will in any case grant an injunction to restrain an action in the Division Court.

Heward v. Harris, 226.

4. The owner of several steamers, who was carrying on business as a forwarder, sold one of them to another forwarding firm, and upon the sale covenanted that he would not directly or indirectly have any interest in any vessel navigating the St. Lawrence

below Ogdensburgh at any time thereafter; and also that he would not dispose of two other steamers then owned by him to any person or persons for the purpose of navigating the St. Lawrence below Ogdensburgh. Afterwards the proprietor transferred his business as forwarder, and sold the two other steamers to persons having full knowledge of this covenant, who, notwithstanding, commenced running the vessels on the St. Lawrence below Ogdensburgh. Upon a bill filed for that purpose, the court held the owners bound by the covenant entered into by the original proprietor, and granted an injunction restraining them from navigating the river below Ogdensburgh with those vessels.

Holcomb v. Nixon, 273, 373.

5. A lessor demised property for a term of years, with a stipulation that the lessee would not carry on any business that would affect the insurance. The lessee made an underlease, omitting any such stipulation, and the under-lessee commenced the business of rectifying high-wines.— Upon a bill filed by the lessor against the lessees, the Court restrained the parties from continuing to rectify high-wines, or carry on any other business that would interfere in any way with the insurance.

Arnold v. White, 371.

5. The owner of a mill dammed back the water of a river so as to overflow land of the person owning the lot next above him, who filed a bill for an injunction to restrain such overflowing, on the ground, amongst others, that it prevented him building a mill on his land. It being doubtful on the evidence whether or not the party complaining had a mill-site upon his property, an inquiry was directed on that point.

Burr v. Graham, 491.