

PREFERRED CREDITORS.

See "Assignment for benefit of Creditors," 1.

PRIVILEGED COMMUNICATIONS.

See "Slander."

PROMISSORY NOTE.

(MADE AND INDORSED IN LOWER CANADA—SUED ON IN UPPER CANADA.)

See "Lower Canada Statute of Limitations."

PURCHASE FOR VALUE WITHOUT NOTICE.

The doctrine of constructive notice, and the defence of purchase for value, as applicable to this country, commented on.

Smith v. Graves, 9.

RAILWAY STOCKHOLDERS.

(DISCHARGE OF, BY ACT OF PARLIAMENT.)

See "Municipal Loan Fund Act."

REGISTERED JUDGMENT.

1. A certificate of the entry of judgment, signed by the deputy-clerk of the Crown, held sufficient for the purposes of registering such judgment under the statute.

Gardiner v. Juson, 188.

[Since this case was decided the act for the registering of judgments has been repealed.]

2. A., on the 2nd of February, 1857, created a mortgage of real estate in favour of B., which was duly registered on the 11th of July following. B., by an indorsement on the mortgage, assigned the same to C.; subsequently a judgment was recovered against B., which was duly registered, after which C. registered the assignment of mortgage to himself. *Held*, affirming the judgment of the court below, that the judgment by reason of such prior registration, had priority over the assignment to C., which, by reason of such non-registration, was void as against the judgment creditor.

Freeman v. The Bank of Upper Canada, 362.

3. *Held, per Curiam*, affirming the judgment of the court below, that in order to a judgment creditor retaining the lien created by the registration of his judgment it was incumbent on him to lodge a writ against lands with the sheriff within one