

PURCHASER.

(FOR VALUE WITHOUT NOTICE.)

A. held a bond for the conveyance of property, and assigned it absolutely to B.; but for the purpose of security only. B. sold the property to C., and C. sold to others. C. before his purchase had no notice that the bond to B. was a security merely: A. having become bankrupt, his assignee applied to redeem, and was held entitled, in the absence of any evidence that C. was a purchaser for value; but the court directed the cause to stand over with liberty to C. to give such evidence, upon payment of costs, unless the plaintiff should desire also to give evidence, in which case the cause was to stand over without costs.

Cherry v. Morton, 402.

RAILWAY COMPANY.

By the statute 16 Vic., ch. 169, municipalities are authorised to pass by-law sanctioning the construction of branch railways of limited length, "under such restrictions as the councils may see fit." Acting under the provisions of this statute, the corporation of the city of Kingston passed a by-law authorising the Grand Trunk Railway of Canada to construct a branch line running on and across certain streets of the city to the waters of the harbour; and articles of agreement and specifications were drawn up and agreed upon between the parties, under and in conformity to which the company proceeded to construct their

branch line. When the works were well advanced and nearly completed the corporation discovered that the probable effect of the works being carried out in the manner proposed, would be to produce a large body of stagnant water, which would in all likelihood injuriously affect the health of the city, whereupon they required the company to fill in this space, or to desist from the completion of the works, with which requirements the company refused to comply, and the corporation thereupon filed a bill seeking to compel the company to perform the works according to such views of the corporation. At the hearing the court refused the relief prayed, and dismissed the bill with costs.

The Corporation of the City of Kingston v. The Grand Trunk Railway Company of Canada, 535.

RAILWAY CONTRACTORS.

See "Practice," 2.

RECEIVER.

See "Municipal Debentures."

REDEMPTION.

See "Judgment Creditor."

"Mortgage," 1, 4.

REGISTERED JUDGMENT.

See "Judgment Creditor," 5.

REGISTRATION.

See "Chattel Mortgage."

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