Held, that under the circumstances, and considering, amongst other things, that the plaintiff would derive a permanent advantage from the station being retained permanently on the lands conveyed by him, and which he had granted in fee, instead of simply giving the company a right of way, the words in italics had been used in a sense indicating permanancy, the consideration for the conveyance would not be performed by merely erecting the station, and afterwards removing it at the pleasure of the company.

In such a case the Court (SPRAGGE, C.) considered that the plaintiff would be entitled to a decree, referring it to the Master to inquire as to damages, or directing a restitution of the lands, if they were not again used by the company for the purpose for which they had been conveyed to them.

It appearing in the case that the company had, since the institution of this suit, re-occupied the lands for the purposes of the station, that fact was to be recited in the decree, and leave reserved to the plaintiff to move in the cause should the company subsequently discontinue the use of these lands for their station.

Bethune, Q. C., for plaintiff.
W. Cassels, for defendants.

PETERKIN V. MACFARLANE.

Notice of title.

The rule laid down in *Barnhart* v. *Greenshields*, 9 Moore, P. C. 36, that a purchaser of lands is not bound to attend to vague rumors, or to statements by mere strangers, but that a notice to be binding must be given by some person interested in the estate, has not been strictly observed in this country.

When a purchaser has such notice as to affect his conscience, so as to make it inequitable in him to purchase, and take and register a conveyance to himself, having at the same time knowledge that its effect would be, if allowed to stand, to defeat a title known by him to exist in another, his conveyance will not be allowed to prevail against such title.

Boyd, Q.C., for plaintiff.
Moss, for defendant.

COLLARD V. BENNETT.

Fraudulent conveyance—Husband and wife—Statute of Elizabeth.

The defendant B., who was carrying on a thriving business, and possessed of personal property to the value of about $1,000, his debts not exceeding half that sum, in 1876 bought some land which he had conveyed to his wife, who had been instrumental in increasing the earnings of her husband. It was shown that all debts due by B. at the time of the settlement had been paid before the institution of this suit by the plaintiff, whose debt had accrued after this conveyance.

Held, under the circumstances, that the plaintiff was not in a position to impeach the conveyance, as it had not been made with a view of placing the property beyond the reach of future creditors.

In 1877, B. being in difficulties, could not obtain credit. In 1878 the debt to the plaintiff was contracted, and in the same year B. made additions to the house on the land, which he paid for.

Held, that in this respect the case came within the principle of *Jackson* v. *Bowman*, 14 Gr. 156.

Bethune, Q.C., for plaintiff.
W. Cassels, for defendant.

JOHNSTON V. REID.

Consolidation of mortgages—Valuable consideration.

The rule that a mortgage shall not be redeemed in respect of one mortgage, without being redeemed also as to another mortgage of the same mortgagee's, applies as well in a suit to purchase as to redeem.

In such a case the property embraced in one mortgage realized more than sufficient to discharge such mortgage. The plaintiff, having obtained execution against the lands of the mortgagor, took a mortgage on the lands comprised in the other mortgage of the defendant, which was registered after it, but without notice thereof.

Held, (1) that the defendant had not the right, as against the plaintiff, to consolidate his mortgages, and make good the loss on the second, out of the surplus on the first sale, the policy