

company, who claimed a charge upon such moneys. The company's Act of incorporation, 44 Vic. ch. 73, sec. 35 (O.), enacted that the bonds in question were "to be taken and considered to be the first and preferential claims and charges upon the undertaking."

Held, that the bondholders were entitled to a preferential charge upon the deposit.

In railway parlance the "undertaking" has been defined to mean the complete work from which returns of moneys or earning arise, and a charge upon the undertaking means that these earnings are liable for the satisfaction of the charge. *Phelps & Co. v. St. Catharines and Niagara Central R. W. Co.*, 581.

(Reversed by the Divisional Court.)

See MUNICIPAL CORPORATIONS, 11—PLEADING.

RAPE.

See CRIMINAL LAW, 2.

REASONABLE AND PROBABLE CAUSE.

See CORPORATIONS, 2—MALICIOUS PROSECUTION.

REFORMATION.

Of lease.]—See LANDLORD AND TENANT, 1.

See REGISTRY LAWS.

REGISTRY LAWS.

Registry Act—Numbers—Letters Discharge of mortgage—Synonymous

names of parties—Uncertainty of grantee.]—A discharge of mortgage referred to the mortgage as 5764, whereas it was registered as 5764 C. W. :—

Held, that it was nevertheless a valid discharge properly registered.

The Registry Act, though requiring every instrument to be numbered, says nothing about adding letters, which appear to be only arbitrary marks adopted by the official for convenience of reference.

A discharge of mortgage was signed by "Eliza" Switzer, whereas the mortgage purporting to be discharged was made to "Elizabeth" Switzer :—

Held, on a vendor and purchaser application, that there was no valid objection to the discharge, for the identity of the person signing was established by affidavit to the satisfaction of the registrar, and as a matter of family usage the names are synonymous and interchangeable.

In one of the conveyances in the chain of title the grant was to the party of the third part, whereas there were only two parties to the conveyance, and the party of the second part did not execute it :—

Held, that this was a valid objection, though the instrument would be at once corrected or reformed as against the grantors; or could be cured by another conveyance drawn with proper certainty. *Clarke v. Chamberlain*, 270.

RELEASE.

See BILLS OF EXCHANGE AND PROMISSORY NOTES.

RENUNCIATION.

See EXECUTORS AND ADMINISTRATORS.