

sons. There were sufficient funds in the executors' hands for the payment of the annuity, but by an agreement, for valuable consideration, made between the widow and the devisees of the lands, it was agreed that the annuity should not be paid out of the moneys but should be a charge upon the lands, the intention being that the moneys should be kept in hand for the payment of a legacy payable to the first named son on his attaining his majority. A sale was subsequently made by one of the sons of the parcel of land devised to him, the purchaser being informed as to an agreement having been entered into with reference to the annuity, but being at the same time told that it in no way affected the land, merely creating a personal obligation to pay the annuity, and he made no further inquiry with regard to it:—

Held, that the purchaser could not be deemed to have purchased the land with actual notice of the contents of the agreement so as to be affected thereby. *Coolidge v. Nelson*, 646.

REMEDY.

See CONTRACT, 1.

REPLEVIN.

Indemnity of Defendant in Replevin Bond—Consolidated Rule 1074.—The Consolidated

Rule 1074, dealing with the question of indemnity of the defendant in replevin proceedings, is the Statute 48 Vict. ch. 13, s. 8 (O.) imported into the Rules, and does not give an independent cause of action, merely adding another condition to the replevin bond required to be taken by the sheriff. *Harper v. Toronto Type Foundry Co.*, 422.

RESIDENCE.

School Trustee.—*See* PUBLIC SCHOOLS, 1.

RES JUDICATA.

Reported Reasons for Judgment—Premature Action—Second Action for Same Cause.—*See* ESTOPPEL.

RESTRAINT OF TRADE.

See CONTRACT, 1.

REVENUE.

1. *Succession Duty—R.S.O. ch. 24—Bank Deposit Receipts—Foreign Domicile.*—Succession duty is payable upon deposit receipts issued by banks in this Province, payable here to a person whose domicile was in a foreign country at the time of his death. *A.G. of Province of Ontario v. Newman*, 340.

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