

Canadian Company—Part of Line in Foreign Country.—The Railway Act of Canada is not applicable to a railway situate in a foreign country, though operated by a company incorporated by or under the authority of the Parliament of Canada.

Therefore, where goods shipped from Scotland to be delivered at Portland, Maine, U.S., to the Grand Trunk Railway Company, and by that company to be forwarded thence to the plaintiffs at Toronto, were destroyed by fire on the line of that company in New Hampshire, U.S., by negligence from which they were protected from liability by the terms of the contract for carriage:—

Held, that the provisions of sec. 246 of 51 Vict. ch. 29 (D.), disabling a railway company from relieving itself from liability for its own negligence or that of its servants, were not applicable to the defendants' contract; and an action to recover damages for the loss of the goods failed. *Macdonald v. Grand Trunk R.W. Co.*, 668.

See ASSESSMENT AND TAXES, 1.

RECEIVER.

1. *Mortgage—Purchaser of Equity—Covenant to Indemnify.*—A judgment creditor of a mortgagor upon covenants in the mortgage cannot obtain a

receivership order to enforce payment by a purchaser of the equity who, on purchasing, has agreed to assume and pay the mortgage, though he sue and make the application on behalf of himself and all other creditors of the mortgagor. *Palmer v. McKnight*, 306.

2. *Life Policy—Security for Money—R.S.O. ch. 77, s. 18.*—The plaintiffs, judgment creditors, were held entitled to a receivership order in respect to the defendant's interest in a fully paid up life policy which he had assigned to the plaintiffs as security, reserving to himself the cash surrender value of the bonus additions.

A paid up policy is a "security for money" within R.S.O. ch. 77, s. 18, "The Execution Act." *Canadian Mutual Loan and Investment Co. v. Nisbet*, 562.

REGISTRY LAWS.

Will—Annuity—Unregistered Agreement Creating Charge on Land—Notice—Registry Act R.S.O. ch. 136, s. 87.—A testator by his will directed his executors to pay his widow an annuity for the support and maintenance of one of his sons until he became of age; and he also directed that if there were not sufficient funds therefor, it was to be a charge on separate parcels of land severally devised to three of his other