

intention by his outward expressions and excludes all questions in regard to his unexpressed intention. If his words or acts, judged by a reasonable standard, manifest an intention to agree in regard to the matter in question, that agreement is established, and it is immaterial what may be the real, but unexpressed, state of his mind on the subject. *Syc.*, vol. 9, p. 245; *Anson on Contract*, p. 9, and *Pollock on Contract*, p. 5, followed.

Fullerton and Foley, for plaintiff. *Hudson and Ormond*, for defendants.

Cameron, J.]

PALAKAISE v. McLEAN.

[Oct. 2.

Conditional sale—Lien note—Dealer disposing of horses in the ordinary course of his business.

The plaintiff's claim was for damages for the seizure by the defendants of a team of horses which he had bought from one Foorsen. Foorsen had bought the horses from the defendants giving a lien note on the horses for the purchase money. The plaintiff purchased without any notice or knowledge of the existence of the lien note and gave full value.

The trial judge found that the defendants, when they sold to Foorsen, knew that his business was that of a horse dealer and that he would resell in the ordinary course of his business and, in all likelihood, to an innocent purchaser.

Held, following *Brett v. Foorsen*, 17 M.R. 241, that the plaintiff had acquired a good title to the horses notwithstanding the defendants' claim under their lien note, and was entitled to recover.

Hudson and McKerchar, for plaintiff. *Bonnar and Thornburn*, for defendants.

Cameron, J.]

IMPERIAL BREWERS LIMITED v. GELIN.

[Oct. 10.

Chattel mortgage—After-acquired goods—Purchase of business and property subject to liabilities of vendor—Estoppel in pais—Description of goods covered by chattel mortgage.

The plaintiff company in May, 1907, in pursuance of a previous agreement, purchased the business, plant and stock in trade of Lyone Bros., subject to their debts and liabilities. One of these was a loan of \$4,000 from the defendants secured by a chattel mortgage of all the plant and stock in trade of Lyone Bros. This chattel mortgage contained a provision that it should