master reported it to the company's detective, and, some four days afterwards, the plaintiff was called into the company's office, the train master, the detective and a couple of other officials being present, and, on his denying any knowledge of the handles, the defendant was called in, and on being questioned thereto, made the charge already referred to. In an action for slander brought by the plaintiff against the defendant the plaintiff stated that shortly before being called into the office he had met the defendant, who informed him of the car having been broken open, but that he did not know who did it.

Held, that while the occasion on which the alleged defamatory statement was made was one of qualified privilege the statement made by the defendant to the plaintiff was evidence of the defendant's disbelief in the truth of the charge, and therefore of malice to go to the jury to displace the protection afforded by the privileged occasion.

Judgment of the Divisional Court reversing the judgment of ANGLIN, J., at the trial, affirmed.

Wallace Nesbitt, K.C., and *Harding*, for appellant. *R. S. Robertson*, for defendant.

HIGH COURT OF JUSTICE.

Boyd, C., Magee, J. Mabee, J.] [Jan. 22.

ALLAN *v.* PLACE.

Fi. fa. goods—Equity of redemption in goods—Bona fide sale before seizure.

On August 15, the defendant agreed to purchase the stock in trade and fixtures of a grocery and meat business carried on by B. at 85 cents on the dollar, on an amount to be ascertained by stock taking. On the 17th she paid $40 on account, and on the 23rd, the stock taking having been completed and the amount ascertained to be $977.69, she gave her cheque for $400 and a promissory note for 6537.69, being the balance of the amount due and entered into possession. The goods and chattels were subject to an overdue chattel mortgage for $810 and interest, on which B. paid the mortgage, $100, in cash, and endorsed over to him the note, which was paid at maturity. On the 18th