the mortgagor was justly and truly indebted to him and M. as the mortgagees therein named in the sum of $900 mentioned therein, &c., and on the renewal of the mortgage the affidavit was made by plaintiff in like manner. The plaintiff and M. were not in partnership, or in any way connected in business. The note given to J. was renewed several times, and there was still $100 due upon it at the time of the trial. F. was a party to only one of the renewals, and paid $150 on account of the note which was credited on the mortgage. The rest was paid by plaintiff and M. In June, 1878, the plaintiff and M., to protect themselves, bought in the goods at a bailiff's sale for rent and taxes. The goods were subsequently seized by the Sheriff under an execution at defendant's suit. On an interpleader, the plaintiff claimed as mortgagee and also as purchaser at the bailiff's sale, and defendant as execution creditor.

Held, that the plaintiff was entitled to recover; that the mortgage was valid; that it was given as a security for a present advance by the mortgagees, which the evidence shewed the transaction to be, and not merely that plaintiffs were accommodation endorsors of the note, so as to bring them within sec. 6 of the Chattel Mortgage Act.

Held, also, that the fact of part of the consideration, consisting of separate debts to plaintiff and M., did not prevent plaintiff making the affidavit of *bona fides*, in that the first section was not limited to cases of joint mortgages connected in business, &c.

Held, also, that plaintiff acquired a good title under the purchase at the bailiff's sale, and that such sales do not come within the Act so as to require the registration of a bill of sale on an actual and continued change of possession; but, *semble*, that the plaintiff, notwithstanding, could rely on his mortgage.

McMichael, Q.C., for plaintiff.

Ferguson, Q.C., for defendant.

Corby v. Clark.

This was a similar action, Corby, the plaintiff, being the assignee of M., referred to in the above suit, in which a similar judgment was given.

John Crickmore, for plaintiff.

Ferguson, Q.C., for defendant.

McQueen v. McIntyre.

Promissory note—Alteration of place of payment—Validity.

In action on a promissory note it appeared that the note, when made and signed by defendant, was made payable to plaintiff's order "at the Thomas Fawcett's Bank, Watford," which, without the defendant's knowledge or consent, was altered by making it payable, instead of as above, as follows: "at my," defendant's "place of business, Alvinston."

Held, that this was such a material alteration as avoided the note.

T. H. Spencer, for plaintiff.

McBeth, for defendant.

Moon v. Clark.

Lien for improvements—Land obtained under immoral consideration.

In ejectment the defendant set up a lien for improvements made by him on the land, which it appeared had been obtained under an immoral consideration of his marrying the plaintiff's, testator's, daughter, who was already married.

Held, that the lien could not be supported.

Hector Cameron, Q.C., for plaintiff.

Bethune, Q.C., for defendant.

Corporation of Peterboro' v. Hatton.

Police magistrate—Fees for services—Clerk' fees—Sec. 412 of Municipal Act.

Where in the absence of the appointment of a police clerk by the municipal council of a city or town, the police magistrate of such city or town does the clerk's work himself he is not entitled to charge the fees therefor.

The salary paid to a police magistrate of such city or town covers all cases that may come before him, except what may be called purely county cases, namely, where the