The judgment empowered the Master to tax and add to the plaintiffs' claims the costs of the subsequent proceedings; and, as the defendant did not appeal from the judgment, the Court could not, on this motion, interfere with its provisions. Under its terms, the taxing officer properly allowed the ordinary costs of a sale conducted in the Master's office.

It was further urged by defendant's counsel that s. 39 of the Act applied to this case. That section provides that, where the least expensive course is not taken by the plaintiff, the costs allowed shall not exceed what would have been incurred if the least expensive course had been taken, and the defendant contended that, if the plaintiffs had adopted the alternative mode of proceeding provided for by s. 31, the costs would have been much less.

Held, per RICHARDS, J., that it cannot be assumed that proceedings under s. 31 would have been any less expensive than those that had been taken.

Per PERDUE, J., that the question as to the least expensive course should have been dealt with, if at all, by the judge who tried the action, and the taxing officer had no power, without a special direction in the judgment, to determine which would have been the least expensive course and to limit the plaintiffs' costs accordingly.

Appeal dismissed with costs.

Hoskin, for plaintiffs. *Hudson*, for defendant.

Full Court.] CALLOM *v.* MCGRATH. [July 12.

Conditional sale—Lien note—Verbal agreement at time of sale to give lien note afterwards—Priority as between chattel mortgage and lien note given subsequent to purchase.

Appeal from a County Court in an action for wrongful conversion of three cows which the plaintiff had sold on credit and delivered on Dec. 10, 1903, to one Coaker under a verbal agreement that Coaker would give plaintiff a lien on the cows by signing a lien note, there being no form of such note available at the time. Plaintiff afterwards procured a blank form of such note and had it filled up and signed by Coaker on Dec. 31. On Jan. 21 following, Coaker gave defendant a chattel mortgage on the cattle to secure a debt of $134, and the chattel mortgage was duly registered. Coaker having made default, the plaintiff tried to get possession of the cattle in March, but was prevented from so doing by defendant who took possession under his chattel mortgage. Plaintiff then brought this action in which he had a verdict.

Held, that under sub-s. (a) of s. 26 of The Sale of Goods Act, R.S.M. 1902, c. 152, the defendant's title to the cattle was better than that of the plaintiff, as defendant had received the chattel mortgage in good faith and without notice of any lien or other right of the plaintiff in respect of the