

## LANG V. WILLIAMS—FALCONBRIDGE, C.J.K.B.—JULY 2.

*Damages—Reference—Report—Appeal—Further Directions—Costs.*]—An appeal by the plaintiffs from the report of J. S. Cartwright, K.C., an Official Referee, in so far as the Referee found damages against the plaintiffs in respect of certain apples shipped to Niagara Falls, and in respect of apples shipped to Glasgow, and in so far as the Referee found that the plaintiffs were not entitled to damages against the defendants for failure of the defendants to supply funds. The Chief Justice said that it would be impossible for him to interfere with the findings of the Referee on questions of fact, and it had not been shewn that he had in any respect gone wrong in law. Appeal dismissed with costs. If it was competent to pronounce judgment on further directions, judgment ought to be entered in terms of the report, plus the amount of the indebtedness found by the trial Judge, with costs of the action, the reference, and this appeal. H. T. Beck, for the plaintiffs. J. A. Worrell, K.C., for the defendants.

## WADE V. BELL—DIVISIONAL COURT—JULY 5.

*Chattel Mortgage—Validity—Execution in Blank—Authority to Fill up Blanks—R. S. O. 1897 ch. 148—Compliance with.*]—Appeal by the plaintiff from the judgment of TEEZEL, J., dismissing the action, which was brought by the assignee for the benefit of the creditors of one Craig to recover from the defendants the proceeds of certain chattels seized and sold by the defendants under and by virtue of two chattel mortgages made by Craig to them. The plaintiffs alleged that these mortgages were never executed or delivered as chattel mortgages under the Bills of Sale and Chattel Mortgage Act, and that they were fraudulent and void against the creditors of Craig. The appeal was on two grounds: (1) that the trial Judge erred in finding that the defendants' solicitor was authorised to fill up the blanks in the chattel mortgages; and (2) that the Judge erred in his finding of law that the blank forms of chattel mortgages, signed and sealed, sufficiently complied with R. S. O. 1897 ch. 148. The Court (FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.), were of opinion that the forms were filled up in strict compliance with the mortgagor's request, and that the statute was sufficiently complied with. Appeal dismissed with costs. A. C. Macdonell, K.C., for the plaintiff. W. Proudfoot, K.C., for the defendants.