order to enable them to obtain advances necessary for their operations" shall have a right to pledge their limits as security without a bonus becoming payable, is not to be restricted in meaning to pledges for future advances.

In 1877 F. obtained, for the purposes of his lumbering business, certain advances from the N. Bank, giving as security certain promissory notes, and as collateral security a written pledge of certain timber limits, whereby he purported to pledge the same to the bank, using merely the words, "I hereby pledge my rights to Licenses Nos. 470 and 471 to the N. Bank." During the next three years the bank made advances to F. In 1882 while F. was still indebted in a large sum and the pledge in force, the N. Bank got the Crown Lands Department to issue licenses of the timber limits to them, as the regulations enabled it to do.

Held, that the pledge fell within the prohibition contained in 34 Vict. c. 5, D., s. 40. The bank did not contract to advance any specified sum. They did not become bound to make any advance at all. It was not the case of a present advance on the security of the pledge, which was to be additional security, that is additional to such securities as F. might give upon contemplated transactions between him and the bank in his lumbering business, as well as for advances that had theretofore been made. It could not be said that the advances were not made upon this security, although they were to be thereafter made in the course of a business between the bank and its customers, when no doubt other securities would be taken at the time of making the advances. Hence the transaction could not be said to be one in which the lien was taken by the bank as additional security for debts "contracted" to the bank in the course of its business, so as to bring it within 34 Vict. c. 5, D., s. 41.

Held, however, that under the regulations of the Province of Quebec as to timber on Crown Lands, the transfer of the licenses to the defendants in 1882 gave the latter a complete ownership of them, and they having in this action volunteered to say that they claimed only a lien upon them for the indebtedness of F., they were entitled to a right "at least as great as a lien" against the lands for such indebtedness.

T. S. Plumb, for the plaintiffs.

Marsh, for the defendants.

Boyd, C.] [April 22.

DAVIS v. HEWITT.

Horse-racing—Illegal contract—Imp. 13 *Geo. II. c.* 19.

D. and H. agreed to match a colt owned by D. against a colt owned by S. Under the agreement the stakes were deposited with P.

Held, that the race was an illegal one under 13 Geo. II. c. 19, one of the participants not being the owner of the horse he bet upon; and P was bound to pay over the deposit made by D. on demand made by him before disposal of it.

Moss, Q.C., and *Wilson*, Q.C., for plaintiff.

A. J. Wilkes, for the defendants.

Proudfoot, J.] [April 22.

RE OAKVILLE AND CHISHOLM.

Registered plan—Amendment—Assignee of person registering—Prohibition.

Land was granted to Col. Chisholm in 1831, and in 1832 was mortgaged by him to F. et al., to whom, on 7th March, 1836, he released his equity of redemption. On 1st August, 1836, a survey plan was made apparently at the instance of Col. Chisholm, covering the land, a portion of which was shown as Water Street. The plan was registered by Col. Chisholm's executors on 12th January, 1850. In May, 1852, F. et al., conveyed to R. K. C. and T. S., and in 1857 T. S. released to R. K. C. The latter made an application to the county judge to amend the plan by closing up a portion of Water Street.

Held, that R. K. C., claiming under F. et al., whose title was paramount to the plan, was not an assign within the meaning of the Registry Act, R. S. O. cap. 111, sec. 84, and that the county judge had no jurisdiction on his application to amend the plan, and prohibition was granted.

J. K. Kerr, Q.C., for the motion.

Tizard, contra.