

**RULES OF COURT.**

Consolidated Rules, 1898, including tariff, p. 1.

Additional Rules, December, 1900, p. xlix.

Amendments to Rules, December, 1901, p. 1.

**SALE OF GOODS.**

**Sale of Specific Chattel—Implied Warranty of Title—Evidence.**—The defendant sold to the plaintiff a mare, then, as was assumed in the absence of evidence to the contrary, in the defendant's possession:—Held, following *Raphael v. Burt*, 1 Cab & E. 325, and *Brown v. Cockburn*, 37 F. C. Q. B. 592, and distinguishing *Morley v. Attenborough*, 3 Ex. 500, 18 L. J. Ex. 148, that the sale being one of a specific article, and there being no evidence that the vendor did not intend to assert ownership, but only to transfer such interest as he might have, there was an implied warranty of title. The defendant having arranged with the plaintiff that a third party should hold the mare pending settlement of the dispute about the title, and having upon inspecting the adverse claimant's alleged title, authorizing the custodian to give her up to the claimant:—Held, sufficient evidence, by way of admission, on which the trial Judge could reasonably find a breach of the warranty. *Dickie v. Dunn* (Ct. 1887), p. 83.

**Sale of Goods—Implied Warranty of Title—Knowledge.**—If where a specific article is sold, there is knowledge on the purchaser's part of a defect in the vendor's title, there is no implied warranty of title as against such defect. *Dickie v. Dunn*, 1 Terr. L. R. 83, distinguished. *Turriff v. McHugh*, (Ct. 1889), p. 186.

**SHERIFF.**

See PUBLIC OFFICER—EXECUTIONS.

**TAX SALE.**

**Tax Sale—Injunction—Appeal to Court of Revision—Estoppel.**—An injunction may be granted to restrain a

tax sale. The limits of such jurisdiction discussed. It is not necessary that exemption from taxation should be raised before the court of revision, and a party, wrongfully assessed by reason of exemption, is not estopped by appealing to the court of revision. *The Canadian Pacific Railway Co. v. The Town of Calgary* (Ct. Q. B. Man. 1887), p. 67.

**TRANSFER ABSOLUTE IN FORM.**

**Transfer Absolute in Form—Security—Parol Evidence.**—The plaintiff executed a transfer absolute in form to the defendants. The plaintiff alleged that the transfer was executed to secure the defendants against their liability as indorsers of a promissory note for him; that he made default in payment at maturity, and that eventually the whole amount had been paid, partly by the plaintiff, and partly by the proceeds of the sale of a portion of the property transferred, and claimed an account, and re-conveyance. The defendants alleged that the transfer was intended to operate according to its terms, i.e., an absolute conveyance. The trial Judge found the facts in favor of the plaintiff upon evidence, which beyond the transfer and the notes was wholly parol:—Held, that the plaintiff was entitled to judgment declaring the transfer though absolute in form to be a mere security, and directing an account, and the reconveyance of the residue of the property. *Blunt v. Marsh et al.* (Ct. 1888), p. 126.

**TRUST.**

See FRAUD.

**ULTRA VIRES.**

See CONSTITUTIONAL LAW.

**VERDICT.**

See APPEAL, 2—CRIMINAL LAW, 3, 9