

that the present dispute arose out of a subsequent transaction, by which it was agreed that the hay in question should be his, but the defendant, in violation of this agreement, took it.

The plaintiff's title rested in agreement and contract, but his complaint here was conversion, and so the action was founded on tort.

Reference to *Sachs v. Henderson*, [1902] 1 K.B. 612; *Edwards v. Mallan*, [1908] 1 K.B. 1002; *Bryant v. Herbert* (1878), 3 C.P.D. 389.

The prohibition must be granted with costs, fixed at \$20.