newal, there being evidence that when the later mortgage was taken it was not intended to abandon the former one.

What is a sufficient description of chattels and animals discussed.

Judgment of the County Court of Hastings varied.

Hislop, for the appellant.

G. A. Skinner for the respondent.

Co. Ct., York.] [May 13.

HALL *v.* PRITTIE.

Assignment—Equitable assignment—Chose in action—Bills of Exchange.

One E. who had a contract with the defendant for certain carpenter's work gave to the plaintiff an order upon the defendant in the following form :—

"Please pay to H. the sum of $138.40 for flooring supplied to your buildings on D. road and charge to my account."

Held, that this was not an equitable assignment, but a bill of exchange, and that in the absence of written acceptance by her, the defendant was not liable.

Judgment of the County Court of York reversed.

R. S. Neville for the appellant.

Fullerton for the respondent.

Co. Ct. York.] [May 13.

IN RE HERR PIANO COMPANY. CENTRAL BANK'S CLAIM.

Trusts and trustees—Breach of trust—Following trust moneys.

Three persons occupying a fiduciary position towards the bank, became partners in the firm of H. & Co., agreeing to pay for their interests a certain sum of money in liquidation of creditors' claims. They did pay this sum but out of moneys of the Bank wrongfully appropriated by them. Subsequently the firm of H. & Co. was formed into a joint-stock Company and the assets of the partnership were asssigned by the partners to the Company. The Company soon afterwards failed and a winding-up order was made, the original assets to a considerable extent coming into the possession of the liquidator.

Held, that the original partners were not affected with constructive notice of the means by which the incoming partners obtained the moneys brought in and that no actual notice to them or to the Company being shown the Bank had no lien.

Judgment of the County Court of York reversed.

J. K. Kerr, Q.C., and *R. S. Neville* for the appellants.

W. R. Meredith, Q.C., and *F. A. Hilton* for the respondent.

Queen's Bench Division.

ROSE, J.] [April 23.

STRETTON *v.* HOLMES.

Negligence—Mistake in compounding medicine—Physician—Druggist—Costs.

A physician wrote a prescription for the plaintiff, and directed that it should be charged to him by the druggist who compounded it, which was done. His fee, including the charge for making up the prescription, was paid by the plaintiff. The druggist's clerk, by mistake, put prussic acid in the mixture made up pursuant to the prescription, and the plaintiff in consequence suffered injury.

Held, that the druggist was liable to the plaintiff for negligence, but the physician was not.

Under the circumstances of the case no costs were awarded to or against any of the parties.

A. M. Taylor for the plaintiff.

Garrow, Q.C., for the defendants.

STREET, J.] [May 1.

GIBBONS *v.* MCDONALD.

Bankruptcy and insolvency—Insolvent debtor—Mortgage to creditor—Preference—Notice of knowledge of insolvency—R.S.O., c. 124, s. 2.

A farmer mortgaged his farm for $600 to secure a debt of $571.50, due by him to the mortgagee, and the sum of $28.50, advanced at the time the mortgage was made. He knew at the time he made the mortgage that he was unable to pay his debts in full, and that he was giving the mortgagee a preference over his other creditors. The practical effect was that the mortgagee was paid in full, and that the rest of the creditors received nothing. The mortgagee, however, was not aware at the time he took the mortgage that the mortgagor was in insolvent circumstances.