assigned, and $15 was paid on 13th and $25 on 17th February, 1902, by plaintiff to defendant.

The jury found:

1. That no rent was due on 13th February, when the seizure was made.

2. That the value of the goods seized and sold for rent was $690.

3. That plaintiff sustained $417 actual damages by reason of the seizure and sale for rent.

4. That defendant on 13th February agreed to entirely abandon both seizures in consideration of the assignment of accounts amounting to $162.

5. That by reason of the breach of that agreement plaintiff had sustained $1,859 damages.

6. That defendant had no good reason for feeling unsafe or deeming the mortgaged goods in danger of being sold or removed.

John MacGregor, for plaintiff, moved for judgment for $1,380, being double the value of the goods seized for rent, and $1,859 damages for sale of mortgaged goods.

E. E. A. DuVernet, for defendant.

Britton, J.—Upon the evidence and the findings of the jury there was no rent due. There was $300 due for rent on 16th January, 1902, but plaintiff was entitled to credits amounting to $309.50, and if all credits were applied on rent, it would be overpaid by $9.50.

Plaintiff is entitled to damages, and he claims double the value of the goods sold for rent. The goods were not sold until 4th March. This action was commenced on 24th February, so the plaintiff cannot recover double value under the statute. The value of the goods seized for rent and afterwards sold was $690, and that is the amount plaintiff should recover on this branch of the case. The jury found $417, but they arrived at the amount by deducting from the actual value of the goods seized the amount which they realized at the sale, $273. As plaintiff did not get the $273, defendant should not get credit.

The chattel mortgage to defendant does not, nor does the chattel mortgage (on plaintiff's equity in the goods) to plaintiff's wife, prevent recovery by plaintiff. Plaintiff was tenant of defendant, and at the least had a special property in the chattels seized. Apart from what defendant did, plaintiff was in uninterrupted enjoyment of the property, and so has a right to maintain the action: see Fell v. Whittaker, L.R. 7 Q. B. 120. Defendant, having treated these goods as the