

had been practically completed and placed in position in Couse's store and after the property in them had, as the learned Judge found on the evidence, passed to Couse. Defendant had asked for the lien note on the advice of the manager of a bank which had discounted for defendant the notes of Couse for part of the price.

Held, 1. As between Couse and the defendant the lien note was a good security, and, although the property in the goods had already passed to Couse, it might be treated as a chattel mortgage for the debt secured by it.

2. The provisions of section 2 of the Lien Notes Act, R.S.M., c. 87, are only for the protection of bona fide purchasers or mortgagees without notice of the claim of the lien holder, and therefore the lien note was valid as against Couse although the manufacturer's name or some other distinguishing name was not put upon the fittings.

3. The lien note, being an instrument intended to operate as a mortgage of goods which remained in Couse's possession until the assignment, and not being registered as required by section 5 of the Bills of Sale and Chattel Mortgage Act, 63 & 64 Vict., c. 31, was null and void as against the creditors of Couse, including the plaintiff as his assignee by virtue of paragraph (d) of section 2 of the Act.

It was doubtful upon the wording of the assignment whether Couse had reserved any exemptions to which he would be entitled under sub-section (f) of section 43 of the Executions Act, R.S.M., c. 53, viz.: "The tools and necessities used by the judgment debtor in the practice of his trade, profession or occupation, to the value of five hundred dollars," and it was not shewn that Couse ever claimed any part of the fittings from the assignee or asked to have any part of them set aside or exempt, or that he had not got out of other articles of his estate all his exemptions under that sub-section; and the fittings were shewn to have cost originally over \$2,500, and no proof of their having depreciated in value had been given.

Held, that the defendant could not claim the benefit of any such exemption even if it was reserved by Couse in the assignment.

Elliott, for plaintiff. *Wilson and Machray*, for defendant.

Bain, J.]

KING v. CARRIERE.

[April 12.

Criminal Code, 1892, s. 773—*Speedy trial—Preferring indictment for offence different from that charged in the information.*

The accused was committed for trial on a charge of having received certain specified sums in his capacity of treasurer of a municipality and fraudulently and unlawfully appropriating and converting the same to his own use. He then elected to take a speedy trial under the provisions of Part LIV. of the Criminal Code.

At the time appointed for his trial counsel for the Crown asked leave, under section 773 of the Code, to prefer an indictment against the accused in respect of a general shortage in his account with the municipality, charging him with theft of the amount of such shortage and stated that he did