

and secretary of the bank at the head office; the other had previously served a summons on the manager of the branch of the bank in which the money of the absconding debtor was deposited, and he subsequently served the president.

*Held*, that the first service on the president at the head office must have priority.

*Roscoe*, K.C., and *Fullerton*, for the respective creditors. *Webster*, K.C., for Bank of Nova Scotia.

## Province of New Brunswick.

### SUPREME COURT.

McLeod, J.]

STEWART v. FREEMAN (No. 2).

[Oct. 9.

*Bill—Demurrer.*

A bill is not demurrable unless it absolutely appears that on the facts disclosed in the bill being established at the hearing the bill must be dismissed; and where the case for relief contained in the bill depends upon facts admitting of variation in their proof from their statement in the bill demurrer will not lie, though no relief, or relief in modified form, may be granted at the hearing.

*A. B. Connell*, K.C., in support of demurrer. *D. McLeod Vince* and *J. C. Hartley*, contra.

## Province of Manitoba.

### KING'S BENCH.

Full Court.]

LEWIS v. BARRE.

[July 12.

*Sale of goods—Delivery in accordance with contract—Acceptance and rejection—Quality of goods.*

This was an action for butter sold and delivered. The plaintiff's contention was that the defendants had contracted for all the butter they had on hand and such as they might manufacture during 1899 without any warranty as to quality. The defendant accepted part and subsequently rejected the remainder. At the trial it was held by RICHARDS, J., that the defendant contracted for "fine" butter only, that it was not proved to