HERRING v. WILSON.

Distress for rent—Chattel mortgage—Seizure subject to.

A. leased to B., who assigned to C., and sold to him the goods on the premises subject to a chattel mortgage to plaintiff and others upon the goods to secure to them the purchase money thereof. Defendant on 1st Feb. took possession of the premises under a parol agreement with C. that C. should assign the lease to him, and it was so assigned on 4th June following. There was no evidence of what arrangement existed between C. and defendant as to the goods, which, however, remained on the premises without defendant's request. Plaintiff and his mortgagees afterwards took possession of the goods under their chattel mortgage; but on the same day, before they were removed, the landlord seized for rent, but withdrew on plaintiff's promise to pay the rent. Plaintiff having broken faith as to payment of the rent, the landlord sued him and compelled payment; and plaintiff then sued defendant to recover the sum so paid.

Held, that there being no privity of contract or estate between defendant and plaintiff, and the goods not having been originally placed on the premises at the tenant's request, and having, in fact, when seized, been in possession of plaintiff, defendant was not bound to protect them against seizure for rent.

Bethune, Q.C., for plaintiff.

Clute, contra.

SCOTT v. BENEDICT.

Vendor's lien.

W. S., indebted to R. & Co., who held a saw mill and timber license, etc., belonging to the former, in their own name, as security, wrote them that he had arranged with his son, W. A. S., for the transfer to him of his business; and, upon his arranging with R. and Co. the liability of W. S., that W. A. S. was entitled to be placed in the position of W. S. with respect to the property held by R. & Co., and that on settling that liability they were to convey to W. A. S. By subsequent agreement W. S. agreed with W. A. S. that the latter was to pay off the liabilities of W. S. in two years, upon which W. S. was to transfer to him other lands than those held by R. & Co. Subsequent advances were made by R. & Co. to W. A. S. The defendant, B., afterwards paid off R. & Co., and R. & Co. and W. A. S. joined in conveying to defendant B. the property in question. B. subsequently made advances to W. A. S. and his assignee on his becoming insolvent. To some of these plaintiff, the executor of W. S., agreed, under seal, stipulating that it should not affect their lien as against anyone but B. They then claimed a lien on the lands for the amount of the liabilities of their testator, W. S., which W. A. S. had agreed to pay as the consideration for the transfer to him of the business.

Held, affirming GALT, J. (CAMERON, J., dissenting), that no such lien existed, even if defendants had notice of the transaction between W. S. and W. A. S.

McCarthy, Q.C., for plaintiff.

Bethune, Q.C., and *Barwick*, contra.

WILCOCKS v. HOWELL.

Libel—Privileged communications—New trial.

The defendant and others signed a petition to the license commissioners of Hamilton that a license might not be granted to the plaintiff, stating his inn was one of the worst drinking holes in the country; that it was kept very disorderly, no suitable accommodation, and that the landlord was much addicted to drink.

Held, that the occasion of the presentation of the petition was privileged, but not absolutely so, and that it was for plaintiff to prove express malice.

Robertson, Q.C., for plaintiff.

Osler, Q.C., contra.

REGINA v. DODDS.

Lottery Act, C. S. C. ch. 95.

The defendant, being the proprietor of a newspaper, advertised in it that whoever should guess the number nearest to the number of beans which had been placed in a sealed glass jar in a window on a public street, should receive a $20 gold piece, the person making the next nearest guess a set of harness, and the person making the third nearest guess, a $5 gold piece; any persons desiring to compete to buy a copy of the newspaper and to write his name and the supposed num-