seizure and sale. He swore that the plaintiff, after giving notice of his claim to the goods, withdrew it, and that the sale then went on. The plaintiff offered to disprove the withdrawal:—Semble, that if the plaintiff in fact withdrew his claim, and thus induced defendant to proceed with the sale, which was for the jury to decide, he would be estopped from recovering. *Robinson* v. *Reynolds*, 23 U. C. R. 590.

Fixtures — *Execution.*] — In trespass against the sheriff for seizing an engine and boiler under a fi. fa., it was held that the plaintiffs, having purchased them as chattels by verbal sale, were estopped from asserting that the execution did not attach because they were part of the realty. *Walton* v. *Jarvis*, 13 U. C. R. 616, 14 U. C. R. 640.

Fraudulent Representation of Title.] —Defendant went to England, leaving A., an agent, on his farm, who purchased corn from the plaintiff to feed defendant's cattle. Executions were issued against defendant, and A., to protect the cattle, assigned them to the plaintiff as if to pay the sum due to him for corn, but gave at the same time an undertaking that he would pay pasturage for them at the usual rates; and when the bailiff came to seize, the plaintiff claimed the cattle as his own:—Held, that he could not afterwards sue defendant for the pasturage for having concurred in the fraud by holding out the cattle as his own, he was estopped. *Bell* v. *Peel*, 15 U. C. R. 594.

In an action against the sheriff for goods seized and sold, the jury having twice found in plaintiff's favour:—Held, that although it seemed clear on the evidence that the plaintiff had never in fact purchased or paid for the goods, but had been set up as a purchaser merely to protect them from other creditors, yet as R. & Co., the execution plaintiffs and the real defendants in this action, had concurred in holding him out in false character, the court should not interfere. *Cinq-Mars* v. *Moodie*, 15 U. C. R. 601. The court on appeal intimated that they fully concurred in the view which the court below had taken. *S. C., ib.* 610, note (*a*).

Hire Receipt—*Possession.*] — The plaintiffs sold to one R. an organ on credit, and received from him a conditional hire receipt, which acknowledged the receipt of an organ on hire. It contained a stipulation that the signer might purchase the organ for $130, payable in two equal annual instalments on the 1st February, 1875, and the 1st February, 1876, with interest; and it provided that it should remain the plaintiffs' property on hire until fully paid for, and that they might resume possession on default, although a part of the purchase money might have been paid, or a note or notes given on account thereof. This receipt, and a note dated the 17th February, 1874, payable four months after date, were signed by R. Some days afterwards it was discovered the receipt bore no date, whereupon the plaintiffs' bookkeeper filled in the 25th February, 1874, the day on which the receipt and note were received by the plaintiffs. The plaintiffs discounted the note with their bankers, and at maturity obtained a renewal and returned it to R. The first instalment was paid, and renewals in whole or in part were given until September, 1875. In May, 1876, R. transferred the organ to G. & B. as security for a debt. He represented that he had paid the purchase money, and produced as evidence the note of February 17th, 1874, which had been returned to him on its renewal, and they acted upon this misstatement. The note bore marks of having been discounted, but there was nothing to connect it with the organ. While the organ was in the possession of J. W. B., it was seized by the plaintiffs' agent and removed to the express office, from which it was taken by G. B., the other defendant, under J. W. B.'s direction, and carried back to the house in which they both lived. Subsequently J. W. B. sold the instrument to G. B.:—Held, that the plaintiffs were not estopped, for there was no representation by the plaintiffs, and no neglect of any duty owing to the defendants. Held, also, that there was ample evidence of a joint conversion. Held, also, that the discounting of the note was not a waiver of the plaintiffs' right of property. Semble, that the insertion of the date in the receipt was an immaterial alteration. *Mason* v. *Bickle*, 2 A. R. 291.

Insurance — *Building — Chattel.*] — The plaintiff insured with defendants a barn as appurtenant to his freehold. After it was burned, he made a claim under the policy, still treating it as appurtenant to the freehold, but having failed in proving title to the land, he sought to recover on the ground that the barn was a chattel, and as such insured by him:—Held, affirming 30 U. C. R. 472, that he was precluded from setting up such a claim, and that he could not be heard to say the barn was a chattel. *Sherbooneau* v. *Beaver Mutual Fire Insurance Co.*, 33 U. C. R. 1.

Mortgage—*Acquiescence.*] — A mortgagee having commenced proceedings under a mortgage, one H. C. S. professed to have a claim to some of the property as an alleged partner of the mortgagor. It appeared, however, that H. C. S. was present when the mortgage was given, and knew all about the transaction: that the money which the mortgage was given to secure was partly for the purposes of a printing office, in which he claimed to be interested as such partner; and that he had, at the time of the transaction, made no objection and asserted no claim:—Held, that, under these circumstances, he was estopped from setting up any right or title as against the mortgagees, whose title was the same as if he had joined in the mortgage. *Robinson* v. *Cook*, 6 O. R. 590.

Mortgage from Execution Debtor — *Claimant Purchasing at Sale.*]—One W. devised all his personal estate to three trustees, of whom his widow was one, in trust to pay the interest and produce thereof to his widow during her life, for herself and his children. The widow after W.'s death remained on his farm, and in possession of the stock and personal property, some of which she sold, and the stock had been added to by breeding. An execution came into the sheriff's hands against her, and while it was there the two other trustees took from her a mortgage of all the personal property for advances made by them to her. The sheriff afterwards seized under the writ, and the two trustees forbade the sale; but it went on, and one of them bought the goods, and took a bill of sale from the sheriff, against whom they then brought an action for the seizure:—Held, that they were not estopped by having purchased at the sale, but that having taken the mortgage from the