

Most of them appear to have been bought in for her by the claimant and Mrs. Swale's son, at a sale in 1906, under execution directed against her husband's goods. Warren is said to have acted as agent for a solicitor named Bradley, whom Mrs. Swale states she had authorized to claim the goods as her property, and who had neglected to do so. The goods bought in by Warren were sent by Bradley or Warren from Mill Hill, Ipswich, Suffolk, where the Swales then resided, to Monmouth, and were used in their house there until they were about to come to Canada, when such of them as had not been destroyed by use were, with other goods afterwards acquired, packed and cased by a shipping firm in Liverpool and forwarded to Montreal. There the railway company paid heavy advance charges, for which, and for freight to Toronto and storage here, the company claim a lien of more than \$1,300. Warren, having in his possession a schedule of all the goods sold at Mill Hill on 21st June, 1906, copied the schedule and claimed from the railway company all the goods set forth in it. It is undoubted that all such goods are not in the possession of the company, and that other goods not mentioned in the schedule are in the 98 packages affected by the Master's order. Were the goods grain, cotton, timber, or other staple articles of commerce, easily replaced if disposed of, a sale would, no doubt, be proper; but they consist mainly of household furniture and pictures, some of which have been in the possession of the Swales and their family for generations, and made precious by long association. If such articles are sold, and the Swales are entitled to them, a wrong may be done which cannot be redressed. On the other hand, the only objection to the trial of an issue is the delay and consequent addition of about \$5 a week to the storage charges. I regard this as the lesser evil, and direct that the Master's order should be varied.

There should be no sale until an issue has been stated and tried as to the ownership of the goods. In this issue the claimant should be plaintiff and Marion Swale and Thomas Swale defendants.

The lien of the applicants should, when established, be satisfied by the owner. If the goods are owned by more than one person, then such lien should be satisfied by each owner to the extent to which the goods found to be his are liable for the lien. The claimant should give the ordinary security; other questions and the costs of this appeal reserved until after trial of issue.