that the existence of the order held by H. W. and J. was a sufficient pressure to prevent the assignment executed by V. being considered a preference within the meaning of the Act, (R.S.O. ch. 118).

Moss, Q.C., for appeal.

S. H. Blake, Q.C., contra.

BUIST V. MCCOMBE.

Damage feasant—Distress—Illegal sale.

The plaintiff and the defendant C. owned adjoining farms, and, owing to the want of proper fences between them, the plaintiff's cattle went upon and damaged the wheat of C., who distrained upon them damage feasant, but subsequently abandoned the seizure, and the same night they again trespassed on the land, doing some damage to the meadow, etc., C. thereupon again seized and impounded the cattle, claiming $10 for damage to wheat and hay. Ten days after the distress C. directed the pound keeper to sell, although proper notice of the seizure and intended sale had not been given. On the trial of an action brought for such alleged improper seizure and sale, the County Court Judge withdrew the case, except as to amount of damage, from the jury, and in term gave judgment in favour of C., but, under the circumstances, without costs. On appeal the finding as to C. was reversed, and judgment ordered to be entered against him as well as his co-defendant, he having, by improperly urging on the sale, rendered himself liable as a participator therein.

Osler, Q.C., and *A. D. Cameron*, for appeal.

H. J. Scott, contra.

REES V. MCKEOWN.

Replevin—Boarding-house keeper—Distress—R.S.O. 147.

In an action of replevin the defendant, for a second plea, avowed for board due by plaintiff to him as a boarding-house keeper; and for a third, avowed a lien on the goods of plaintiff under R.S.O. ch. 147, sect. 2. On the trial, before the Judge of the County Court (York) without a jury, the evidence as to whether the defendant was the keeper of a boarding-house, was contradictory; but the learned judge decided in favor of the plaintiff, holding that the defendant was not a boarding-house keeper. On appeal this finding of the County Court Judge was affirmed, although, had the matter come before this Court in the first instance it would have decided that the defendant was a boarding-house keeper, but, under the circumstances, gave no costs of the appeal to the respondent

Bigelow, for appellant.

Donovan, for respondent.

LAMBIERE V. SCHOOL TRUSTEES.

Public School Act—Meeting of Trustees.

In an action by a school teacher to recover a year's salary of $350, it was shown that the agreement to pay that sum was made in writing, and signed by two, of the three school trustees, but not at the same time or at any meeting of the trustees called for the purpose of transacting school business.

Held, reversing the judgment of the County Court (Haldimand), that the agreement was void as coming within sect. 97 of the Public School Act, which provides that "No act or proceeding of a school corporation which is not adopted at a regular or special meeting of the trustees, shall be valid or binding on any party affected thereby."

Robinson, Q.C., for appellant.

Hardy, Q.C., for respondents.

STEWART V. ROUNDS.

Principal and Agent—Agency to sell will not authorize agent to exchange goods of his principal—Replevin.

The plaintiffs delivered to one R. some cultivators for the purpose of selling, as their agent, for cash or good notes; three of these he exchanged with the defendant, who was aware of the fact of agency, for a buggy, which he sold and retained the proceeds. In an action of replevin the jury found in favour of the defendant, which the Judge, in term, set aside, and directed judgment to be entered for the plaintiffs, which was affirmed by this Court with costs.

Robinson, Q.C., for appellant.

MacBeth, for respondents.

MUTTON V. DEY.

Contract—Time.

The plaintiffs and defendant entered into an agreement in the following terms:—"I, the