

I think that, being furnished with a sworn statement shewing that Murphy & Co. were solvent, and on the strength of that, and having supplied goods to the amount of over \$2,000 to enable the business of John Murphy & Co. to be carried on, on the understanding that the defendant was to get security by chattel mortgage for the whole amount of his indebtedness, he was justified in taking the security, and that it was a valid security under the circumstances stated.

I find that the goods and chattels seized by the sheriff of Nipissing under the execution placed in his hands by the plaintiffs were not exigible as against the claim of the defendant in this issue. The plaintiffs, J. & T. Bell, must pay the defendant's costs of and incidental to the issue.

OSLER, J.A.

MARCH 15TH, 1909.

C.A.—CHAMBERS.

CANADIAN PACIFIC R. W. CO. v. BROWN
MILLING CO.

*Appeal to Supreme Court of Canada—Approval of Security on
Appeal—Right of Appeal—Title to Land Brought in
Question—Motion to Supreme Court for Leave to Appeal.*

Motion by defendants to allow the security on a proposed appeal by them to the Supreme Court of Canada from the judgment of the Court of Appeal, ante 301.

A. A. Miller, for defendants.

Angus MacMurchy, K.C., for plaintiffs.

OSLER, J.A.:—Whether, in a case like the present, the title to land is so brought into question as to give the defendants the right to appeal to the Supreme Court without leave is a point which seems not yet to have been actually decided. Whatever title they have is admitted, but it has been held that, being what it is, they have no right of compensation in respect of the lands of which they were in possession under it. Some of the cases cited by Mr. MacMurchy seem to look in favour of his contention; but, without expressing any opinion of my own, I allow the security valeat quantum, leaving the defendants to move (if they are