

questioning that right by the prohibition expressed in the order referred to. It is still open to the company to object that the Woodhouses are not entitled to the registration sought. The objection made should be considered on its merits.

The appeal is, therefore, allowed with costs, and the matter remitted to the Master of Titles.

MIDDLETON, J.

MAY 10TH, 1913

MARTIN v. HOWARD.

*Animal—Lien for Keep—Sale of Animal for Unpaid Board—Notice—Newspaper Advertisement—Statutory Condition—Innkeepers Act, 1 Geo. V. ch. 49, sec. 3, sub-sec. 6—Vendor Becoming Purchaser—Conversion—Damages—Costs.*

Action for damages for the wrongful sale of a stallion.

The action was tried before MIDDLETON, J., and a jury, at Bracebridge, on the 8th May, 1913.

J. T. Muleahy, for the plaintiff.

W. H. Kennedy, for the defendant.

MIDDLETON, J.:—The plaintiff had purchased a stallion from one Armstrong, but apparently had paid very little on account of the purchase. This, however, is not material; as, upon the evidence, the title had passed to him. The horse was boarded by the plaintiff at the defendant's stable, and it is admitted that the defendant was entitled to a lien for its keep. The question as to whether the lien was affected by the horse being from time to time taken away from the stable was not raised nor discussed.

Under the Innkeepers Act, 1 Geo. V. ch. 49, sec. 3, sub-sec. 6, the defendant would have the right, after the board was unpaid for two weeks, to sell the horse "on giving two weeks' notice by advertisement in a newspaper published in the municipality."

An advertisement was published in the issues of the Gravenhurst *Banner* of the 5th and 13th December, of a sale to be held on the 14th December. This was not two weeks' notice; and, as the notice is a statutory condition of the right to sell, there was no right to sell at that time.