

2. A. owned a barley mill which he was endeavouring to sell to one T., whose notes he was to accept in payment, and in December, 1875, he arranged with C. that these notes were to be handed over in security for all his notes then under discount. Subsequently, and on the 7th of February, 1876, the sale to T. having fallen through, A. executed a memorandum in writing transferring to C. "as collateral security against paper discounted for me, my right, title, and interest, in a barley mill * * * keeping the privilege of disposing of the same and handing to you the promissory notes of the purchaser."

Held, that this was not an unjust preference; that the bank having made advances on the faith of having the proceeds of the sale handed over, it was no extension of their security, on the sale falling through, to obtain an assignment of the mill itself. *Id.*

See also "Insolvency," 1.

UNPAID VALUATOR.

In order to facilitate an intending borrower obtaining a loan of money, the defendant, who was well known to the plaintiff, the proposed lender, gave a certificate in the following words: "I beg to state that I know the farm belonging to Mr. James *Wheelen*, of Brudenell, situate opposite the church, and in a thriving settlement. I consider it worth at least \$1,200; and have reason to believe that it has cost him a much larger sum, and I am sure the investment of \$400 will prove a safe one." At this time the property was worth not more than \$400 or \$500, and on a sale under execution at the suit of the plaintiff, it realized only \$130.

Held, per Curiam, that in the absence of *mala fides* the defendant, being an unpaid valuator, was not liable to make good the loss sustained by the plaintiff by reason of this erroneous valuation. [SPRAGGE, C., dissenting, who considered that the defendant had been guilty of such gross neglect in reference to the matter as rendered him liable to indemnify the plaintiff.]

French v. Skead, 179.

[Affirmed on Appeal, 16th March, 1877.]

VAGUENESS OF AGREEMENT.

See "Manufacturer," 2.

VALUABLE CONSIDERATION.

Held, affirming the decree pronounced *ante* volume xxii., page 99, that the compromise of an alimony suit is a sufficiently valuable consideration for a deed from the husband to the wife.

Adams v. Loomis, 242.