suit, when defendant replied that if plaintiff would not accept this he must go on and sue.

Held, that there was evidence to go to the jury of an acceptance of the hoops and agreement to pay on a *quantum meruit*.

Bethune, Q.C., for the plaintiff.

Clement (of Berlin), for the defendant.

COMMERCIAL NATIONAL BANK OF CHICAGO v. CORCORAN.

Foreign corporation—Right to hold goods—Transfer of—Warehouse receipts—Bills of Sale Act—Banking Act.

Interpleader issue to try the title to goods.

C. & Co., carrying on business in Chicago, in the State of Illinois, for the manufacture of mill machinery, had certain machinery manufactured for them in Stratford, Ont., by the T. & W. manufacturing company, which was warehoused with M. & T. at Woodstock, Ont. C. & Co. being pressed by the plaintiffs, their bankers in Chicago for collateral security for two of their notes of $5,000 each, discounted by the bank, endorsed over to the bank the warehouse receipts for these goods. At the maturity of the notes, C. & Co. not being in a position to retire them, in pursuance of an arrangement made to that effect, the warehouse receipts were cancelled and new ones, dated 12th October, 1883, made out direct to the plaintiffs. On 3rd September, 1883, C. & Co. had made an assignment to a trustee for the benefit of their creditors. On 22nd November the defendants placed a writ of execution in the sheriff's hands against C. & Co., under which these goods were seized. It was expressly found that there was no fraudulent preference or intent.

Held, that the plaintiffs, a foreign corporation, could hold personal property in Ontario; that, C. & Co. being resident in the State of Illinois, the transfer of the property must be governed by the law of that State, according to which it was ruled, subject to whatever rights the trustee for creditors had, that the effect of the warehouse receipts to the plaintiffs was to transfer the property and possession in the hands of the plaintiffs subject to the trustee's rights, and, therefore, there being a change of possession, the Bills of Sale and Chattel Mortgage Act did not apply.

Held, also, that the Banking Act did not apply.

The goods were, thefore, held to be the plaintiffs as against the defendants.

J. K. Kerr, Q.C., for the plaintiffs.

Idington, Q.C., for the defendants.

LAW v. CORPORATION OF NIAGARA FALLS.

Municipal corporation—Drainage—Liability for overflow.

Many years before defendants' municipality was laid out, a culvert was constituted by one F., for a railway company on their lands, which adjoined the creek in question. By reason of the culvert the water brought down by the creek was not carried off, but overflowed on to the plaintiff's land. The creek was the natural drain for the surrounding country, but defendants used it to a small extent for the drainage of the town. It was expressly found that the flooding would not have been occasioned by the water brought down through the defendants uses of the creek; but that the water brought down from the area drained apart from defendants' uses would have alone caused the damage.

Held, that the defendants were not liable for the damage sustained.

J. K. Kerr, Q.C., for the plaintiff.

Osler, Q.C., for the defendants.

CAIN v. JUNKIN.

Crown grant—Error—Evidence—Possession.

In 1851 J. purchased the whole of lot 20 from the Crown, the lot nominally containing 200 acres, and described in the Crown Lands books as containing 175 acres, more or less. On 30th October, 1852, before taking out his patent he sold and assigned by a written assignment to R. the east half or part of the lot described as "seventy-five acres, neither more nor less." In 1863 R. sold to B. his interest in the parcel described as containing seventy-five acres, more or less, and as being composed of the east part of the lot. On 22nd July, 1883, B. took out a patent for his portion, the land being described as seventy-five acres, more or less, being all the lot except the west 100 acres. On 28th August, 1868, J., who retained all he had not sold to R., took out a patent himself, the land being described as the west 100 acres,