

that an award may be good in part and bad in part; still where arbitrators found a sum of money due to a creditor, and directed the debtor to pay, and the creditor to receive such amount in a certain specified manner, the creditor was not allowed to adopt the award in so far as it found the sum due and reject that portion of it directing the mode of payment.

Dalton v. M'Nider, 501.

CHATTEL MORTGAGE.

1. The mortgagee of chattels, like a mortgagee of real estate, is entitled to a foreclosure in default of payment of the amount secured thereby.

Cook v. Flood, 463.

2. Where a party held a mortgage on chattel property and also mortgages on real estate, the court refused to make a decree for sale of the chattels and of foreclosure as to the realty. *Id.*

3. Where parties employed an agent to quarry and get out a quantity of stone for the purposes of certain works then in progress, and for the purpose of carrying out the agreement made advances in money; and by the terms of the contract entered into between them it was stipulated: "*That upon all materials upon which the parties of the second part shall have made any advances, the said parties of the second part shall have and retain a first lien and preference for all moneys advanced upon the same, or under this contract, and the same shall become from the time of their preliminary construction the absolute property of the parties of the second part, subject to the right of the parties of the second part to reject the same should the same be rejected as herein-before mentioned; nor shall the same, unless afterwards rejected, be removed by the said party of the first part, or appropriated to any other use than that of the said works; but it is distinctly understood that all such*

materials, as well as all tools, instruments and other things, shall be in the charge and at the risk of the party of the first part." Held, That as against a subsequent *bona fide* purchaser such contract was fraudulent and void for want of registration.

Howitt v. Gzowski, 555.

CONVEYANCE.

(SETTING ASIDE.)

1. A person resident in England having the title to certain lands in Canada, but who had never been in the province, was, by a person resident near the land, urged to make him a lease of those lands, representing, in the course of his correspondence with the proprietor, that the lands were unoccupied, save by some squatters, who had built some huts or hovels for the purpose of, and were, committing depredations upon the lands, by stripping them of the most valuable timber, of which they were nearly denuded; that the lands were liable to forfeiture for nonpayment of taxes, and that the title of the persons so trespassing would shortly become absolute by lapse of time. In consequence of these representations, the owner was induced to execute a lease of the lands for twenty-one years, which he transmitted to the lessee in Canada, who, upon the receipt of the instrument, went to the persons in possession, and induced them to execute to him deeds of quit-claim of their interest respectively, taking from him a bond to reconvey in case it should appear afterwards that he was not entitled to the possession. It was shewn that the persons in possession were not of the character represented, but in reality substantial farmers, with valuable clearances and buildings. Upon a discovery of the misrepresentations made by the lessee, the lessor, and the occupants who had executed quit-claims, filed a bill to