

The evidence is not contradicted that a bargain was made between Edward Murphy and plaintiff at about that date, by which any claim that Edward Murphy had to the mare and horse was transferred to plaintiff, in consideration of \$15 cash and a note for \$35 made by plaintiff to Edward Murphy. Plaintiff alleged a further consideration as having formed part of the bargain, consisting in the release by him of a claim for pasturage of the horses: but this is denied by Edward Murphy, and is inconsistent with the consideration mentioned in the bill of sale of the mare and horse given by Edward Murphy to plaintiff on 29th April, 1899.

There being no doubt that Edward Murphy did sell to plaintiff any claim or title he had to the horses, no question seems to arise as to whether the bill of sale was good under the Bills of Sale and Chattel Mortgage Act. The sale was perfectly valid, apart from that Act, of any interest Edward Murphy possessed in the subject matter, and the Act is only aimed at protecting the rights of creditors and subsequent purchasers. If Owen Murphy had any title, he acquired it before, and not after, the bill of sale in question, and so the Act does not apply.

Nor can I discover upon the evidence any estoppel in pais against plaintiff. The conduct which the County Court Judge seems to have thought created an estoppel against him, was his permitting the mare and horse to remain in Owen Murphy's possession after he himself had become, as he alleges, the owner of them by purchase from Edward Murphy; and his allowing Owen Murphy to sell as his own property the colts raised from the mare, and his returning the horse to Owen Murphy after he had taken it away, on his being threatened with criminal proceedings.

All these circumstances are important, no doubt, as throwing light upon the relationship, but they do not amount in law to an estoppel against plaintiff in favour of defendant, because it does not appear that plaintiff ever held out to defendant, by word or conduct, intending him to act upon it, that Owen Murphy was the owner of the horses. Plaintiff was under no duty to defendant to take possession of the horse, but might leave it in Owen Murphy's possession, if he chose, without incurring any liability to defendant or any one else: *Hosegood v. Bull*, 36 L. T. N. S. 620; *Lelievre v. Gould*, [1893] 1 Q. B. 491.

I am not quite sure that the Judge intended to hold that the Statute of Limitations was a bar to the action, but it seems clear that it was not. If Owen Murphy obtained possession of the mare in 1897, as owner by transfer from his