

the threshing said he threshed for the husband—"I was to be paid by the one who employed me." Other threshers were paid by the husband's labor. *Held*, that the grain was the property of the husband.

Upon the evidence it was held that a purchaser of the grain had notice of the existence of an execution, and took, therefore, subject to it.

JONES v. HENDERSON. *Company.—Powers of Manager.—Prima facie* it is not within the power of a manager of a company engaged in the manufacture of farming implements to pledge the goods or assets of the company to a creditor of the company.

MILLER v. HENRY (C. L.) *Order to examine party residing abroad.* (1) A party to an action resident abroad may be ordered to attend and be examined upon the pleadings. (2) It is in the discretion of the judge whether to make the order *ex parte* or upon summons. (3) A copy of the order must be served upon the opposite attorney, otherwise attendance cannot be enforced. Service upon a firm of attorneys resident abroad having no instructions to receive service is not sufficient.

YOUNG v. SHORT. *Invalid chattel mortgage.—Possession after fi. fas. but before seizure.* After a defective chattel mortgage had been made to the plaintiff, the defendant placed an execution against the mortgagor in the sheriff's hands. Before actual seizure the mortgagee took possession. *Held*, that he was not a person who had acquired "the title to such goods . . . *bona fide*, and for valuable consideration" without notice of the writ, within 19 & 20 Vic. c. 97.

The Act 46 & 47 Vic. c. 30 is not retrospective.

SHARPE v. MCBURNIE. *Counter-claim.—"Breaking."* A claim not arising and matured before the issue of the writ cannot be set up by way of set-off or counter-claim. Such a plea should show that the claim asserted had so matured, (Overruling Taylor, J.) Dubuc, J., *diss.*