The next case, *Sutton* v. *Armstrong*, turned upon the question whether two chattel mortgages, and the goods comprised in them, passed under the operative words of an assignment made by the mortgagee, part of which were "all mortgages . . and also all and singular other the real and personal estate, wheresoever situate," of the assignor, and Osler, J., held that the terms were so comprehensive and all-embracing that in the absence of any evidence to show the mortgages were not intended to pass, they must be held to have passed; but that in the case of one of the mortgages there was such evidence, since at the time of such assignment the mortgagee was not the beneficial owner of it, but inasmuch as it was given to secure certain promissory notes, the then holder of the notes was in equity entitled to the security.

The next case, *Montreal City and District Savings Bank* v. *Perth*, was an action an a debenture, by which the defendants agreed to pay to the bearer £200 at the office of a named bank on a named day, upon presentation and surrender there of the debenture, and the principal question was whether the plaintiffs were required by the debenture to demand payment or to make presentation of the debenture at the time and place specially named for payment, and it was held by Osler, J., and afterwards by the full Court, that the presentation and surrender of the bond was a condition precedent, that these acts on the part of the plaintiffs were concurrent acts which they were to perform, or to be ready and willing to perform, at the same time and place the defendants paid or tendered, or were ready and willing to pay or to tender the money. It was also held that after failure to make a due presentation, there could be no recovery until a demand was made for payment, which must be made on the defendants. So far as the case concerned the form of pleadings under the old practice we need not further notice it.

In *Walton* v. *County of York* a rule *nisi* had been obtained in a certain action to enter a non-suit, or for a new trial, and the Court made it absolute to enter a non-suit. The plaintiff thereupon appealed, and the Court allowed the appeal, but made no order as to that portion of the rule *nisi* in which a new trial was asked, leaving it to be disposed of by the Court *a quo*. It was now held, however, that the rule *nisi* was completely and finally disposed of, so far as that Court was concerned, by the rule to enter a non-suit, which the defendants, by taking it without asking that any reservation should be made of that part of it relating to the new trial, had acquiesced in. It was also held by a majority of judges, that the Court of Appeal had no power, under sec. 23 of the Court of Appeal Act. (R. S. O c. 38) to direct the Court *a quo* to reopen the rule or reconsider the question whether in their discretion a new trial should be granted. It appears, therefore, that if the question had been raised in *Hamilton* v. *Myles*, 24 C. P. 309, the course there taken could not have been maintained.

In the next case of *Carlisle* v. *Tait*, p. 47, the principal questions were as follows: (1.) Whether it is necessary that the affidavit made by the mortgagee's agent under sec. 1 of the Chattel Mortgage Act (R. S. O. c. 119) should show he was acquainted with all the facts and circumstances connected with the giving of the mortgage; or whether that could be proved *aliunde*? and (2.) how far a purchaser at a sale by the mortgagees under their power of sale, who leaves the mortgagor in undisturbed possession, require renewed protection by registration? As to the first question, the Court decided that it ought to appear either in the affidavit of the agent, or in some other way from the chattel mortgage or the papers filed under it, that the agent is aware of the circumstances connected with the transaction. As to the second question, Wilson, C. J. expresses his opinion, p. 49, that the purchaser is pro-