dant had warned a person to beware of the dog lest he should be bitten, was evidence to go to a jury in support of the allegation that the dog was accustomed to bite mankind.

Erle, C. J.—It was not necessary to prove that the dog had actually bitten another person. If the evidence shewed the animal to be of a fierce and savage nature, that it had on former occasions evinced an inclination to bite that will be enough to sustain the action]

There was no evidence whatever in this case to shew that the defendants, who had only had the dog in their possession a few weeks, knew that it was ferocious. In *Hartley* v. *Harriman*, 1 B. & A. 620, an averment in a declaration that the defendant's dogs were accustomed to worry and bite sheep and lambs, was held not to be supported by proof that they were of a ferocious and mischievous disposition, and that they had frequently attacked men: Holroyd, J saying: "If the allegation as to the habit of these dogs were struck out of the declaration, a sufficient cause of action would not remain. Then it follows that it is material, and absolutely necessary to be proved. And it will not do to prove another fact, which, if inserted in the declaration instead of this, might have been quite sufficient to support the action; for, the allegation itself must be proved"

Erle, C. J.—I am of opinion that there should be no rule. Although there was no evidence that the dog had ever before bitten any one, it was proved that he uniformly made every effort in his power to get at any stranger who passed by, and was only restrained by the chain. There was abundant evidence to shew that the defendants were aware of the animal's ferocity: and, if so, they were clearly responsible for the damage the plaintiff had sustained.

Willes, J.—There was evidence that the dog was in the habit of jumping at every one who passed his kennel, endeavouring to bite, and that the defendants knew it. It is true that he did not appear to have succeeded in biting any person until he unfortunately caught the plaintiff. The defendants admitted that the dog was purchased for the protection of their premises Unless of a fierce nature, he would hardly have been useful for that purpose.

Byles, J. and Keating, J., concurred

Rule refused.

GENERAL CORRESPONDENCE.

Is the interest of a person in Crown Lands before patent issues saleable under fi. fa.

To the Editors of the Law Journal.

Gentlemen,—I would like to have your opinion upon a point which I conceive to be of some interest to the public.

A. purchases a piece of land from the government, makes several payments, and then assigns his interest to B., taking the promissory notes of B. as security for the consideration agreed to be given for the assignment. Before any of the notes are paid B. dies intestate. The widow of B. takes out administration to her husband's estate, and A. sues her upon the notes, and obtains judgment. The personalty is exhausted by prior claims. A writ of *fi. fa.* against lands is issued, and under this the sheriff sells the interest of the deceased B. in those lands, which is bought by A. All this time the fee is in the Crown, no patents being issued. A. upon this claims that by the sheriff's sale and conveyance to him he acquired the interest of the deceased, and is entitled to stand in his place, and, upon completing the payments to government, to obtain the patent.

Is he right in so claiming? In short, is the interest of a purchaser of Crown Lands before patent issues liable to sale under execution? The point is disputed. If the interest is not saleable, it occurs to me, there is a very grave defect in our laws. It would practically enable a dishonest debtor to invest a large sum in Crown Lands (leaving a small sum unpaid) and put his creditors at defiance.

Your obedient servant,

A Barrister.

Prescott, July 9, 1867.

[The question is not, we think, one which comes within our rule to answer. At the same time our columns are open to any one who may desire to express his opinion on the subject, a course frequently adopted in the English law periodicals.—Eds. L. J.]

A question under the Bankrupt Law.

To the Editors of the Law Journal.

Gentlemen,—In my letter to the *Local Courts' Gazette* for last month, I drew the attention of the learned Editors of that Journal, and the legal public to a question under the Bankrupt laws. I am hoping to see your comments on it, as well as other legal lights from the pens of legal contributors, in your forthcoming July number. The question is, "*is a debt not included in the Schedule of debts attached to the assignment of an insolvent, under the law, discharged by his certificate of discharge or not?*"

I contend that it is not, and although I cannot at this time lay my hands upon any adjudged case it seems to me that every principle of law, and common sense, is against a con-