

from the outside to the dwelling, one from the rear of the building, and the other built on the adjoining lot, and reached from the street in front of both lots. There was a drive shed and a well on the other lot, the well being used to supply water for defendant's use, and the two lots were occupied as one property. The statute provides in effect that if the value of the residence or house of any person does not exceed \$1,500, it shall not be sold under a judgment; and that, if the value, over and above incumbrances does exceed that sum, though the property may be sold, that amount in money shall be reserved for the defendant, and shall be free from all attachment, garnishee or other proceedings. The judge at the trial found that the value of the property was \$3,000, and that there was a mortgage upon it for an amount exceeding \$2,000.

Plaintiff claimed that the store part of the property, not being in use by the defendant, could be severed from the residence part and sold separately and the mortgage apportioned between them, as was done in *Warne v. Houseley*, 3 M.R. 547.

Held, that *Warne v. Houseley*, was distinguishable because there the residential portion of the property and the store part stood side by side on different parts of the same piece of land, and could be severed by dividing the land along the line between them, and, following *Bertrand v. Magnusson*, 10 M.R. 490, that the property as a whole was free from sale under the judgment.

Action dismissed with costs.

Howell, K.C., and *Mathers*, for plaintiff. *Crawford*, K.C., and *Grundy* for defendant.

Province of British Columbia.

SUPREME COURT.

Full Court.] *COURTNEY v. CANADIAN DEVELOPMENT CO.* [March 5.

Contract—Scow taken in tow by steamer contrary to orders of owners of steamer—Liability of owners—New trial.

Appeal to the full court of the Supreme Court of British Columbia (pursuant to 62 & 63 Vict., c. 11, s. 7) from a judgment of DUGAS, J., in the Territorial Court of the Yukon.

Defendants' steamer which previously had been employed carrying freight and passengers between White Horse and Dawson, had gone out of commission on 23rd September, 1898, and on that day and while on her way down Lake Lebarge to winter quarters, she took in tow the plaintiffs' scow loaded with goods. After proceeding some way the weather became