an annual breach of duty, and upon any breach a right arises to have it corrected.

Held, also, the plaintiff was entitled to his costs, for though he had not got all he asked, yet he had got what the defendants would not give him.

C. Robinson, Q.C., for respondents.

Proudfoot, J.] July 6.

KITCHING v. HICKS.

Chattel Mortgage—Registration—R. S. O. c. 119.

K. having become security for repayment by H. of a sum of $600, an agreement in writing was entered into, that in consideration thereof, H. did assign to K. all his rights and claims to the goods and stock-in-trade in his, H's., store to an amount sufficient to re-imburse K. for what he might pay as such surety. "And should there not be stock enough for that purpose in the store at such time" the balance should be made up out of H's. book debts.

The agreement was not registered, and K. did not take possession of any of the goods.

Held, the agreement was void as against creditors under R. S. O. c. 119, for want of registration, for although a mortgage of goods and chattels, which are of such a nature that possession cannot be given, is not within the statute, yet where the security covers goods and chattels of which possession may be given, as well as future goods, it must be registered. Otherwise, the statute makes it absolutely void, and it cannot be upheld as to the other part of which possession cannot in the nature of things be changed at the time of making the deed.

Held, also, that though an assignee for the benefit of creditors could not take advantage of the want of registration, yet creditors themselves might, although not creditors by judgment and execution at the time of the assignment.

Parkes v. *St. George*, 2 O. R. followed.

Magee for the plaintiff.

Akers for the defendants, Clarkson and Houston & Co.

Meredith for the defendant Hicks.

Proudfoot, J.] [July 19.

M'GREGOR v. KEILLOR.

Evidence—Surveyor's field notes—Acts of occupation—Statute of limitation.

To determine a disputed boundary line between two lots, the field notes of S., a land surveyor, were offered in evidence, but the evidence was objected to because the memoranda in the notes did not appear to have been made by S. in the execution of his duty:

Held, the objection was good, and the evidence inadmissible.

The plaintiff and M., his next adjoining neighbour, in 1868 employed a surveyor to run the line between his land and that of M. The line drawn ran through a wood. For more than ten years the plaintiff was in the habit of cutting timber up to the line, and he and the owners of the adjoining land recognised the line so drawn as the division line.

Held, a sufficient occupation by the plaintiff to give him a title by possession.

Harris v. *Mudie*, 7 App. 414, distinguished.

CORRESPONDENCE.

Errors in Law Reports.

To the Editor of the LAW JOURNAL.

SIR,—I beg to call the attention of the Law Society of Ontario, as well as of the profession generally, to the inaccuracies and blemishes to be found in our Law Reports. It will be admitted by all that they should be as complete and perfect as possible. There is no good reason why they should not be free from inaccuracies arising from careless proof-reading, much less from want of sufficient attention on the part of both reporters and editors. In the course of my reading I have noticed the following defects:—O. R., Vol. I, Nos. 7, 8, 9, p. 494, "mortgagee's fraud in obtaining money" should read "*mortgagor's* fraud in *effecting policy*." O. A. R., Vol. VII, Nos. 10 and 11, "$15 and costs" should read "$125 and costs"; Chancery Reports, Vol. XXVIII, Nos. 11 and 12, *Direct Cable Co.* v. *Dominon Telegraph Company*, the expressions, occurring frequently, "*Defendant* Company" and "*Plaintiff* Company are obvious results of carelessness in proof-reading. The Supreme Court Reports might fairly be expected to be models of accuracy, and yet in Vol. VI, No. 1, we find on page 10, "appeal dismissed with costs" where, as the judgment in the case (*Power* v. *Ellis*) shows, the appeal is *allowed* on the same terms. In Vol. V, No. 1, *Ætna Life Ins. Co.* v. *Brodie*, the fact that HENRY, J. dissented should be indicated in the head-note,