

TIME, COMPUTATION OF.—Records which require to be entered "at least four days before" the trial, must be entered not later than Thursday for the following Tuesday. *Calder v. Dancey* 383

TROVER.—*Goods in custodia legis*.—The sheriff having an execution against A. & B. seized their stock in trade and made an inventory. Nothing was removed and no one was left in charge, but with a notification to the debtors not to remove anything, the sheriff left them in possession, their business proceeded and they made payments to the sheriff from time to time. Afterwards A. & B. executed to the plaintiffs a chattel mortgage upon their stock. Subsequently the defendant placed an execution in the sheriff's hands against A. & B., and at a sale by the sheriff became the purchaser. *Held*, in an action for trespass and trover, that the goods were at the date of the mortgage under seizure, and that the plaintiff could not succeed. Nor could he recover for goods sold or money received to his use. *Minaker v. Bower* . . . 265

VARIANCE. See CORPORATION, NAME.

VENDOR AND PURCHASER.—*Rescission*.—*Notice to complete*.—Where time is of the essence of the contract the condition may be waived by the purchaser by paying a portion of the money on the day named for completion and consenting to wait for production of title. The 1st July, 1882, was fixed for completion. At this time the title was vested in the C. P. Ry. Co., but the vendor had a right of purchase under a contract covering other lands, in which other persons had a similar interest. The vendor had, at the time for completion, paid to the Co. the purchase money for his lands, but others not having paid, the Company would not convey. On several occasions between the 1st July, 1882, and the 12th January, 1883, the purchaser asked the vendor to complete the title, but did not press him to do so or threaten to rescind if it was not done. On the 12th January, 1883, the purchaser served the vendor with a notice, requiring him to complete the title by the 1st of February, otherwise he would declare the sale off. After receiving this notice the vendor used reasonable diligence to procure the title, but inasmuch as six weeks was the shortest time within which a deed could be procured from the Railway Co., it was not obtained by the day named. *Held*. That the notice was too short, and the purchaser was not entitled to recover his deposit. *Fortier v. Shirley* 269

VENUE—*Change of*.—*Held*. A judge in chambers has power to change the venue, notwithstanding a prior change in Term. *Vivian v. Plaxton*. 124

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