

sheep had been killed a watch was kept, when defendant's dog and another, owned by C., were found attacking a sheep, defendant's dog having hold of the sheep at the time, that the two dogs had been heard by defendant barking in the vicinity on several occasions, but were supposed to be chasing rabbits, and that, after defendant's dog was sent away, no more sheep were destroyed.

Held—Per MEAGHER, J., TOWNSHEND, J., concurring,

1. There was evidence to support a finding that it was defendant's dog which did the killing.

2. The case was one that was peculiarly for the trial judge, and his conclusion should not be interfered with, except upon clear grounds.

3. The learned trial judge was justified in holding defendant liable for the value of the sheep which his dog was found killing, and for one-half of the remaining damage.

Per GRAHAM, E.J., HENRY, J., concurring, The trial judge was not justified in drawing the inference he did as to the sheep killed previously to the date when the two dogs were found uniting in the attack.

J. J. Ritchie, Q.C., for appellant. W. E. Roscoe, Q.C., for respondent.

Full Court.]

BARROWMAN v. FADER.

[May 15.]

Equitable execution—Receiver—Power of County Court judge—Word "remedy"—County Court Act, Acts of 1889, c. 9, s. 22.

Plaintiff recovered judgment against defendants in the County Court, and issued execution, but was unable to obtain satisfaction for want of property of defendants upon which to levy. It appeared, however, that defendants were in possession of a lot of land, with a house and barn thereon, under an agreement for purchase for the sum of \$2,000, of which \$100 was paid on the signing of the agreement, and the balance was to be paid in instalments. Under the terms of the agreement, the defendants were to have possession until the completion of the payments, provided that in default of payment of any of the instalments the vendor should have the option of cancelling the agreement and of resuming possession, in which case any payments made were to be forfeited. Two hundred and fifty dollars in all had been paid in accordance with the terms of the agreement.

Held—1. The case was a proper one for the appointment of a receiver by way of equitable execution

2. The judge of the County Court has power to appoint such a receiver.

3. The appointment of a receiver is a "remedy" which must be given effect to when necessary, under s. 22 of the County Court Act.

A. Whitman, for appellant. J. A. Chisholm, for respondent.