

*Held*, also, that defendants were not estopped by the recital in the bill of sale from denying the fact of their having purchased the property, and that such a recital does not operate as an estoppel unless in an action directly founded on the instrument containing the recital or in one which is brought to enforce the rights arising out of such instrument. *Fullerton v. Brydges* ..... 431

#### **SALE OF LAND FOR TAXES.**

*See* TAX SALES, 2.

#### **SALE OF LIQUOR.**

*See* PROHIBITORY LIQUOR LAWS.

#### **SALE OF RAILWAY.**

*See* MORTGAGE, 1.

#### **SEAL OF CORPORATION.**

*See* TAX SALES, 2.

#### **SECOND APPLICATION.**

*Where made on the same grounds, after first dismissed.*

*See* PRACTICE, 2.

#### **SECURITY FOR COSTS.**

*Plaintiff out of jurisdiction—Real estate, ownership of, may be sufficient security for costs.]—The*

ownership of unincumbered real estate within the province may be a sufficient answer to an application for security for costs, based on the plaintiff's non-residence. *Caston v. Scott*, 1 M.R., 117, not followed.

A Colonial Court should follow the decisions of the English Court of Appeal rather than those of another Colonial Court. *Trimble v. Hill*, 5 App. Cas. 352, and *Hollender v. Ffoulkes*, 26 O. R. 61, followed. *Wood v. Guillelt* ..... 570

#### **SECURITY FOR DEBT.**

*See* BANKS AND BANKING, 2.

*See* SALE OF LAND.

#### **SECURITY, MEANING OF.**

*See* COVENANT.

#### **SEPARATE BUSINESS.**

*See* HUSBAND AND WIFE, 2.

#### **SET-OFF OF COSTS.**

*See* SOLICITOR'S LIEN.

#### **SHERIFF'S BAILIFF.**

*See* PUBLIC OFFICER.

#### **SOLICITOR'S LIEN.**

*Set-off of costs —.]The plaintiffs, creditors of the defendant E. D., having brought suit*