We can give our contemporary a far better explanation of the absence of *addenda* and *corrigenda* from our volumes. We take such pains to supply our readers with the latest items of interest to the profession, up to the very moment of issue that there is no room for *addenda*, while the consummate carefulness with which our large staff of proof-readers examine our pages before publication removes all possibility of *corrigenda*. Several volumes of our contemporary are on the shelves of Osgoode Hall Library, and yet we look at the close of each for *addenda* and *corrigenda* in vain. We have never been able to conceive the explanation in the case of our contemporary. Now, however, we understand the matter, our contemporary does not like *addenda* and *corrigenda*.

A HALF A HORSE CASE.

The case of *Gunn* v. *Burgess* recently decided by the Chancellor (p. 191) was a singular one, and gives rise to serious considerations affecting the law governing the sales of chattels under execution.

The plaintiff in this case had purchased from one Garthwaite a half interest in a brood mare; Garthwaite retained possession of the animal, and while in his possession it was subsequently seized and sold under execution against Garthwaite; and the defendant became the purchaser. The action was brought to obtain the declaration of the Court that the plaintiff was entitled to a half interest in the mare, notwithstanding the sale under execution, and the action was resisted by the defendant on the ground that no bill of sale of the half interest in favour of the plaintiff was registered. The Chancellor in a very able, and clearly reasoned, judgment, came to the conclusion that no bill of sale was necessary and gave the plaintiff the relief he asked. With the correctness of this decision we do not pretend to quarrel; at the same time the state of the law as disclosed by this decision is anything but satisfactory.

The defendant attended a sale had under process of law, at which a whole horse, not a half a one, was offered for sale. In the present case the claim of Gunn, we believe, was notified to the persons attending the sale, but the result of the case would have been the same had no notice been given. Under such circumstances in the absence of such notice, how could a purchaser know that the beast before his eyes, and which appeared so desirable an investment, was not "all there" for the purpose of sale, but only an undivided half interest.

This illustrates the danger of buying at sales under execution. In most cases the purchaser really has to go on the principle that he is "buying a pig in a poke;" and he has to run the risk of the existence of persons having interests in the property offered for sale, which no amount of ordinary care on the part of a buyer will enable him to discover.

It is bad enough when such rights crop up as against a purchaser by private sale; but when they supervene as against a purchaser under judicial process it is a grave defect in the law.

The result of the present mode of offering chattels, or land, for sale under execution is detrimental both to the execution debtor, and to the creditor, and is, besides, a possible snare for the purchaser.

When property is offered for sale under judicial process the exact interest which is saleable ought surely to be definitely and conclusively ascertained, before the sale, and the purchaser guaranteed by law in the enjoyment of what he has purchased.

In the case of *Gunn* v. *Burgess* the purchaser bought and paid for a whole horse, and he finds to his loss that he has only got half a one.