manner brought by his customers, but the evidence merely shewed that a refusal by a landlord to take charge of such goods would render his house less popular.

Held, reversing the decision of the Judge of the County Court, that the machine was not exempted from seizure.

Ferguson, Q.C., for the appellant.

Dunbar, for the respondent.

Appeal allowed.

Osler, J.] Sept. 7.

Cruickshank v. Corby.

Arbitration—Verbal appointment of arbitrator.

The plaintiff and the defendant agreed in writing to submit certain matters in dispute to an arbitrator, to be selected by a person named, who subsequently appointed the arbitrator verbally.

Held, per Patterson and Morrison, J. J. A., affirming the decision of Osler J., that it was not necessary for the appointment to be made in writing in order to make the submission a rule of court.

Per Burton and Armour, J. J. A. that the appointment not being in writing, it was a parol submission, and could not be made a rule of court.

Robinson, Q.C., for the appellant.

E. Martin, Q.C., for the respondent.

C.C. York.] [Sept. 10.

Douglas v. Grand Trunk Railway Co.

Railway Co.—Obligation to fence—C. S. C., c. 66.

The plaintiff sued the defendants for the loss of certain cattle which had escaped to their road by reason of the neglect of the company to fence, and were killed by their train.

It appeared that the plaintiff owned land on either side of the defendant's railway, but on the north the T. G. & B. R. Co. ran between his land and the railway.

Held, that there was no evidence that the cattle had reached the railway from the south side, and the fact that the T. G. & B. R. W. Co. had neglected to fence did not give the plaintiff, in respect of the occupation of their land by his cattle, the status of that company for the time as adjoining proprietors, so as to make the defendants liable—and a verdict was accordingly ordered to be entered for the plaintiff.

McMichael, Q.C., for the appellant.

Hagel for the respondent.

Appeal allowed.

Q. B.] [Sept. 20.

Cowley v. Dickson.

Landlord and tenant—Covenant to deliver up possession on notice of sale.—False representation of sale—Action for.

By a covenant contained in a lease of a farm from the defendant to the plaintiff, it was provided that upon receiving six month's notice from the lessor that he had sold the demised premises, and upon necessary compensation for all labour from which he had not received any return, the lessee would deliver up possession at the end of the six months, the compensation being first paid. The defendant served the plaintiff with a notice that he had sold, and required delivery in accordance with the agreement, in consequence of which the plaintiff desisted from operations for which he had made preparation, and rented another farm. Upon ascertaining that the notice was untrue, the plaintiff sued the defendant for false representation.

Held, reversing the judgment of the Queen's Bench, that the plaintiff was enabled to recover the damage sustained by him in consequence of the notice.

Dunbar for the appellant.

Drew, Q.C., for respondent.

Appeal dismissed.

C. C. York.] [Sept. 20.

McMullin v. Williams.

Sale of piano—Receipt note—Parol evidence of warranty.

The plaintiff sued the defendant for breach of warranty, upon the sale of a piano given by a salesman in the defendant's shop, that the instrument was sound and in good order.

The defendant signed the ordinary receipt note providing for payment of the