

have by such a deed as the present one, in the absence of a clearly expressed assent of all their creditors, rendered futile all statutory provisions passed for the protection of creditors, one of which acts was in force three years before the deed was executed. Furthermore they are asking for a privilege (*Rideal v. Fort*, 25 L. J. Exch. 204), and the onus of clearly proving themselves entitled to it, under the existing law, lies on the claimants. Application for a home-
stead exemption dismissed with costs.

Shaw, for claimants.

J. J. Godfrey and R. L. Reid, for certain creditors, contra.

North-West Territories.

SUPREME COURT.

NORTHERN ALBERTA JUDICIAL DISTRICT.

SCOTT, J.]

[Aug. 11.

E. J. BANGS *v.* ALFRED BROWN.

Lien—Livery stable—Ord. 30, N.W.T.

This was an action for value of a horse converted by the defendant; the facts were that one William Brown (not the defendant) left the plaintiff's horse with one Stewart, of Fort Saskatchewan, with instructions to deliver him to the plaintiff upon the plaintiff paying to Stewart for said William Brown \$15, which was claimed for finding the horse and bringing him to Fort Saskatchewan. Stewart told plaintiff, who refused to pay any amount, but subsequently offered \$5—which Stewart refused and subsequently consented to accept—and took the horse to Alfred Brown, the defendant, who was a livery stable keeper in Edmonton, and instructed defendant to keep the horse until the \$5 was paid. Defendant notified plaintiff of the whereabouts of the horse and demanded the \$5 and the keep of the horse, and claimed to detain the horse until at least the keep was paid, and subsequently advertised and sold the horse for feed and keep under ch. 30 of Ordinances of 1892 of the N. W. T. entitled "The Livery and Boarding Stable Keepers' Ordinance," sec. three (3) of which reads as follows: "Any keeper of a livery stable or a boarding or sale stable may detain in his custody and possession any animal, vehicle, harness, furnishings or other gear appertaining thereto, and personal effects of any person who is indebted to him for stabling, boarding or caring for such animal." The cause was tried before SCOTT, J., at Edmonton, at the last March sittings.

S. S. Taylor, Q.C., for the plaintiff contended;

(a) That the defendant had no lien under the above ordinance, because he received the horse as a wrong-doer, knowing that it was being wrongfully held by Stewart.

(b) That the defendant was not acting in his capacity as a livery stable keeper in receiving the horse in question, but in the capacity of special custo-