causes of action over which the Division Courts Act expressly enacts that these courts shall not have any jurisdiction. (See *ante* p. 82.)

R. M. Meredith, and *Aylesworth* for the primary creditor.

J. R. Roaf for the garnishee.

MONTREAL CITY AND DISTRICT SAVINGS BANK v. CORPORATION OF PERTH.

Debenture—Condition precedent—Presentation and surrender—Pleading.

In this case, which was reheard before the Full Court, the judgment of OSLER J., was affirmed.

Richards, Q. C. for the plaintiffs.

R. Smith, (of Stratford) for the defendants.

CARLISLE v. TAIT.

Chattel mortgage—Agent of bank—Affidavit of bona fides—Statement of knowledge of circumstances—Purchase under mortgage—Necessity to register bill of sale.

Where the agent of a bank makes the affidavit of *bona fides* to a chattel mortgage, it must appear either in the affidavit of the agent, or in some other way from the mortgage or other paper filed with it, that the agent is aware of the circumstances connected with the transaction.

Semble, per WILSON C. J., that the purchaser at a sale by the mortgagees, under the power of sale contained in the mortgage, leaving the mortgagor in possession, is protected so long as the mortgage under which he bought has the protection given it by registration; but when the term of the mortgage expires, the purchaser is no longer protected unless he takes actual possession, or procure and register a bill of sale from the mortgagee.

Falconbridge, for the plaintiff.

McClive, for the defendant.

MILL v. KERR.

Assignment for benefit of creditors—Deed of—Restriction to partnership creditors—Validity—Parol evidence.

G. and W. carrying on business under the name of G. & W., becoming indebted to several persons, and unable to pay their debts, executed a deed of assignment to the plaintiffs, "of all the estate of the partnership of G. & W., and of all the furniture, goods, chattels, and effects whatsoever (the personal apparel of himself and family excepted), now being in and about the dwelling-house and premises of the said G., to pay all the creditors of G. & W., who were in insolvent circumstances." It was proved that there were separate creditors.

Held, that the deed was void, as providing only for the partnership creditors, and that the intent of the parties that the deed was to include the separate creditors, could not be supplied by parol evidence.

Bethune, Q.C., for plaintiff.

Rose, for the defendant.

CANADA PERMANENT LOAN, &C., SOCIETY v. MCKAY.

Ejectment—Possession—Statute of Limitations.

In 1851 the defendant agreed to buy the land in question, his father, who lived in Scotland, sending the money to do so, though not to the defendant, but to another son, Dr. McKay, and by family arrangement the deed was taken in the name of the defendant's son, W., then about twelve years old, which was registered. The defendant and his family moved to the land, and resided there ever since, the family residence, with the garden and orchard about it, comprising in all about from two to four acres, being deemed to be the defendant's special property, and he had always exclusive possession thereof. W. resided with his father for several years and then went to the United States, but returned in 1869, when he conveyed in fee to his step brother, one H., who had full knowledge of all the facts and circumstances. The defendant also at the time complained to him, denying W's. right to sell. H. in 1870, and again in 1874, mortgaged the land to the plaintiffs, The land, except the house and plot, was worked on shares by H., the defendant, and another, and the defendant was assessed and paid the taxes on the whole lot. The plaintiff had no notice or knowledge of any of the circumstances, or of the defendant's possession.