

do, or to replace or renew. *Paradine v. Jane*, Aleyn 27; *Appleby v. Myers*, L.R., 1 C.P. 615; and *Taylor v. Caldwell*, 3 B. & S. 826, referred to.

2. (Following *St. Louis v. The Queen*, unreported) that interest may be allowed against the Crown upon a judgment on a petition of right arising ex contractu in the Province of Quebec in the absence of any express undertaking by the Crown to pay the same, or any statutory enactment authorizing such allowance.

3. But such interest should only be computed from the date when the petition of right is filed in the office of the Secretary of State.

Belleau, Q.C., for suppliants.

Newcombe (D.M.J.), Q.C., and *Hogg*, Q.C., for Crown.

BURBIDGE, J.]

[March 2.

KIMMETT v. THE QUEEN.

Petition of right—Claim against the Crown in respect of services rendered to a committee of Parliament—Liability.

The Crown is not liable upon a claim for services rendered by anyone to a Committee of Parliament, at the instance of such Committee.

McLean v. The Queen, 8 S.C.R. 210, referred to.

E. A. Lancaster, for suppliant.

W. D. Hogg, Q.C., for the Crown.

Province of Ontario.

HIGH COURT OF JUSTICE.

DIVISIONAL COURT.]

[Jan. 2.

MILLIGAN v. SUTHERLAND.

Chattel mortgage—After acquired goods—Description—Sufficiency of.

Where persons carrying on business as manufacturers of hoops and staves at their factory at B., and also as general store keepers at L. in the same county, made a chattel mortgage conveying their goods and chattels to defendant, as set forth in two schedules annexed thereto, schedule A. covering the machinery and other goods and chattels in the factory, and which, after describing them, extended to all other goods and chattels thereafter purchased or manufactured or brought on the premises, whether for the business of stave-manufacturing or not, or into or upon any other premises thereafter to be occupied by the mortgagors, or either of them, it being understood that all logs, staves and bolts manufactured and timber brought on the mortgagors' premises or not, after the execution of the mortgage, should be covered thereby; the other schedule, covering the goods and chattels in the general store, and extending to goods and chattels thereafter brought into the said store premises, etc.

Held, that the provision in schedule B. to after-acquired goods, referred only to goods brought into the store in which the business was then being carried on, and not to goods brought into a store at B., to which that business