

Nonsuit ordered, reserving right to plaintiff to bring another action.

*O'Connor*, for plaintiff. *Curle*, for defendants.

Full Court.]

HARDING v. JOHNSTON.

[May 5.

*Lien on horse for stabling and feed.*

A livery stable keeper has no lien on a horse for its stabling and keep as against the real owner, when the horse was stolen and placed with him by the thief.

Sec. 2 of the Stable Keepers Act, R.S.M. 1902, c. 159, which gives a livery stable keeper a lien on animals for stabling and feeding them and the same rights and privileges for exercising and enforcing such lien as hotel keepers may have or possess in virtue of the Hotel Keepers Act, R.S.M. 1902, c. 75, does not give the livery stable keeper the same right of lien which a hotel keeper has at common law in respect of goods or animals left in his charge by a guest who may have stolen the same, as the latter Act in its terms gives only a lien on the property of persons who may be indebted to the hotel keeper for board or lodging, whatever may be his rights independently of the Act.

*Foley*, for plaintiff. *McLeod*, for defendant.

Full Court.]

VANDERWOORT v. HALL.

[May 17.

*Vendors and purchasers—Specific performance—Delivery of deed in escrow—Part performance—Statute of Frauds.*

Appeal from judgment of CAMERON, J. noted ante, p. 175, dismissed with costs.

Full Court.]

BRANDON STEAM LAUNDRY CO. v. HANNA.

[May 17.

*Vendor and purchaser—Agreement for sale of land—Specific performance—Incumbrances.*

Appeal from judgment of MATHERS, J., noted ante, p. 88, dismissed with costs.

Full Court.]

DECARIE MANUFACTURING CO. v. CITY OF WINNIPEG.

[May 19.

*Practice—Interrogatories—Order for further particulars.*

The plaintiffs' claim was for the price of an incinerating machine bought by the defendants who refused payment on the