

held that the setting out in the statement of claim of the reasons for which she asked to have her marriage declared lawful was embarrassing, and struck out certain clauses.

H. M. Mowat, K.C., for plaintiff.

D. L. McCarthy, for defendant Elizabeth Harris.

MEREDITH, C.J., said that he could not conceive what good purpose was served by making such an application as this; there would be no embarrassment in having these clauses on the record, and no additional expense would be occasioned except by this application; the Master dealt with the matter on a wrong principle; there is nothing improper in the plaintiff putting upon the record a statement of the reasons why she has come to the Court seeking a declaratory judgment without any consequential relief.

Appeal allowed, and motion dismissed. Costs here and below to be costs in the cause.

NOVEMBER 15TH, 1902.

DIVISIONAL COURT.

KELLY v. POLLOCK.

*Pledge — Bailment of Animal — Pasturage — Subsequent Advances—
Distinction between Pledge and Chattel Mortgage.*

Appeal by Kelly, the judgment creditor, from a decision of the Judge presiding in the 1st Division Court in the county of Lambton in favour of the claimant, McGregor, in an interpleader issue, and from the Judge's order refusing a new trial. The appellant under an execution against the judgment debtor, Pollock, had seized a mare called "Pigeon" and her foal, and another mare called "Silver," all in the possession of McGregor, who claimed to be entitled to hold them as against the judgment creditor. The Judge below decided in favour of the claimant as to all the goods in question, holding that there was a valid pledge of them to the claimant by the judgment debtor.

J. H. Moss, for appellant.

D. L. McCarthy, for claimant.

The judgment of the Court (STREET, J., BRITTON, J.) was delivered by

STREET, J.:—The appellant abandoned upon the argument his claim to "Pigeon" and her foal and insisted only on his claim to "Silver." The facts were, that the judgment debtor placed "Silver" with the claimant to be pastured at a fixed price per month, for which it was agreed that