

[Full Court.]

GUILDING v. DEEMING.

Chattel mortgage—Security for goods to be subsequently delivered—Insolvency—48 Vict. c. 26, s. 3.

Appeal from the judgment of Rose, J., on the trial of an interpleader issue. The plaintiff claimed, upon a certain chattel mortgage, certain goods of V., the judgment debtor. The defendant was the execution creditor. The mortgage was made on April 26th, 1886, upon furniture and stock-in-trade, present and future, of V. It was to secure advances on goods to be made within seven months, and to the extent of \$1,000. Goods were supplied thereunder from time to time up to Nov. 12, 1886, to the value of \$620.75. V. prosecuted her business till August 10th, 1887, when the sheriff seized. V. appeared to have been insolvent when the chattel mortgage was given, but not to the knowledge of the plaintiffs. There was no evidence of fraud and the transaction was an honest one throughout.

Held, That the transaction was within the meaning of 48 Vict. c. 26, s. 3, (1) and the mortgage was made by way of security for a present actual *bona fide* sale and delivery of goods. The mortgage became operative only as and when the consideration therefor from time to time arose by the delivery of the goods. And it then attached upon the chattel property only to the extent of the actual value of the goods supplied from time to time. The mortgage was therefore valid.

H. J. Scott, Q.C., for the plaintiff.

Akers, for the defendant.

Practice.

MacMahon, J.]

[Dec. 22, 1887.]

REGINA v. COLLIER.

Canada Temperance Act—Information—Date of offence—Irregularities—R. S. C. c. 178, s. 87—Warrant of commitment.

An information for an offence against the Canada Temperance Act charged that it was committed "within the space of three months last past," and did not state that the Act was in force in the place where the defendant was alleged to have committed the offence. No objection to the jurisdiction was taken before

the Police Magistrate who tried the defendant; the defendant appeared, submitted to the jurisdiction, was called as a witness for the prosecution, gave evidence as to the offence alleged against him, and was convicted. The conviction showed that the Act was in force where the offence was alleged to have been committed.

Held, that it was no objection to the conviction that it did not state the particular date of the offence, or that the Act was in force in the place where it was alleged to have been committed; in any case, these defects in the information were mere irregularities and were cured by R. S. C. c. 178, s. 87.

Held, also, that it was no objection to a warrant of commitment in default of distress that it was issued prior to the expiration of a warrant of remand, provided that it was issued after the return of the distress warrant.

Held, lastly, that the commitment of the defendant to the gaol: or the common gaol of the county in which the defendant was convicted was proper.

Osler, J.A.]

[July 4, 1887.]

In re LINCOLN AND NIAGARA DOMINION ELECTION PETITION, PATTESON v. RYKERT.

Election Petition—Alteration—Spoliator—Ratification—Amendment—Appeal allowed by consent—Costs.

After an election petition had been filed two clerks of the Toronto agents of the solicitor for the petitioner were allowed to compare it with an engrossed copy, and finding that the two were different, they altered the filed petition so as to correspond with the copy, adding in one place the word "treating," which had the effect of introducing a charge of a corrupt practice not in the original. The copy served upon the respondent, after this alteration, corresponded with the petition as altered. It was not shown, and it was denied, that the petitioner knew of the alteration.

Held, that the addition of the word "treating" was an alteration in a material part; but that the clerks in doing what they did were not the agents of the respondent or his solicitor. As the document was in the possession of the court, such an alteration, made by persons who were mere strangers or spoliators,