

such an assignment, even though the assignment had not been registered in accordance with the provisions of the Indian Act, is sufficient to prevent a subsequent assignee from obtaining priority. Judgment of FERGUSON, J., 6 O.L.R. 370, affirmed.

Armour, K.C., for appellant. Tucker, for respondent.

MacMahon, J.]

[July 7.

GRATTAN v. OTTAWA SEPARATE SCHOOL TRUSTEES.

Separate schools — Christian Brothers — House for teachers — Contract extending beyond a year.

The Ottawa Separate School Trustees entered into an agreement to secure the services of Christian Brothers as teachers in a proposed separate school for boys, the agreement, among other things, providing for the erection by the trustees of a house or residence with the chapel, etc., for the Brothers, and the advance of \$100 for each of the Brothers for furniture, this furniture to become the property of the Brothers at the rate of one-fifth each year; the contract to be in force for ten years unless previously put an end to by notice in a prescribed way:—

Held, that the agreement was invalid because (1) Christian Brothers, as such, are not qualified to teach in separate schools in Ontario; (2) school trustees have no authority to expend money in erecting a house for teachers; or, (3) to enter into a contract with a teacher extending beyond a year.

G. F. Henderson, for plaintiff. Belcourt, K.C., for defendants.

Divisional Court.]

BRADLEY v. WILSON.

[July 7.

Division Court—Appeal—Notice of setting down.

The giving of the notice of setting down for argument and of the appeal and of the grounds thereof, required by s. 158 of the Division Courts Act, is a condition precedent to the right to appeal to a Divisional Court from a judgment in the Division Court, and where this notice has not been given the Divisional Court has no jurisdiction to deal with the appeal.

W. H. Blake, K.C., for appellant. Mickle, for respondent.

Divisional Court.]

LEE v. CULP.

[July 8.

Sale of goods—Ascertainment of quantity—Culling.

The plaintiff sold to the defendant all the apples of first and second quality on the trees, in the plaintiff's orchard, at a rate per barrel, the plaintiff to pick the apples and place them in piles, the defendant to supply barrels and pack the apples, and the plaintiff to take the apples, when in barrels, to the railway station. There was no agreement as to the time