

FRAUDULENT CONVEYANCE—*Continued.*

farm was not conveyed to the son until October 2, 1895. On September 24, and on October 10, 1895, the defendant spoke words alleged to be defamatory of the plaintiff. Before the date of the conveyance the plaintiff warned the defendant of her intention to bring an action against him for slander. An action was brought for the words spoken on both occasions, and the plaintiff obtained a verdict for \$123, which on motion for new trial was reduced to \$63, being the amount of damages awarded by the verdict in respect to the defamatory words uttered on October 10. At the date of the conveyance the defendant was not in debt. In a suit to set the conveyance aside as fraudulent and void against the plaintiff under the Statute 13 Eliz., c. 5. *Held*, that the conveyance was not within the Statute. *GORMAN v. URQUHART*...42

3. — *Debtor and Creditor—Stat. 13 Eliz., c. 5.* A son living on a farm owned by his mother, worth about \$700, and who had worked on it without wages, and had contributed his earnings from other work to the support of herself and family, refused to continue the arrangement. A conveyance of the farm was thereupon made to him for \$500, his contributions from his earnings being placed at \$300, and the balance being paid by cash and a horse. At the time, the mother was indebted to the plaintiff in the sum of \$131. *Held*, that the conveyance was not fraudulent under Statute 13 Eliz., c. 5. *SMITH v. WRIGHT*528

4. — *Debtor and Creditor—Stat. 13 Eliz., c. 5—Interim Injunction—Deposit in Government Savings Bank—Injunction to Prevent Withdrawal at Instance of Judgment Creditor.* A conveyance by an insolvent debtor in good faith and for valuable consideration, though made with intent to defeat creditors to the knowledge of the purchaser, is not void under the Statute 13 Eliz., c. 5. An interim injunction granted restraining the transfer of land by the grantee in a suit by a judgment creditor of the grantor impeaching the conveyance as fraudulent under the Statute 13 Eliz., c. 5. *WHITE v. HAMM*575

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INJUNCTION—Bill—Affidavit. Under Act 53 Vict., c. 4, ss. 23, 24, a bill in an injunction suit need not be sworn to or supported by affidavit. It is only where an injunction is sought before the hearing that the bill must be supported by affidavit. *TRITES v. HUMPHREYS*...1

2. — *Contempt—Breach—Motion to Commit—Costs.* Where in a suit for a declaration that the plaintiff and defendant were partners, the defendant, in breach of an interim injunction order, collected debts due the alleged firm, but which subsequently to the service of a notice of motion for his commitment, he paid to the receiver in the suit, he was ordered to pay the costs of the motion. *BURDEN v. HOWARD* (No. 2)531

3. — *Interlocutory Injunction—Cutting Timber—Title to Land in Dispute—Possessory Title—Action of Replevin—Verdict—Appeal—Reference to Verdict on Motion to Dissolve Injunction.* A bill, upon which an *ex parte* injunction was granted restraining defendants from cutting timber, stated that the land upon which it was cut had been seized and possessed by plaintiff's predecessor in title, that he was the owner of it in fee, and that defendants were cutting timber upon the land wastefully, and, without documentary title, were pretending to have a title by possession. On an application to dissolve the injunction, it appeared that the plaintiff had not a documentary title, and that both parties claimed title by possession.