

LOUNT, J.

AUGUST 13TH, 1902.

TRIAL.

GOULET v. GREENING.

Bankruptcy and Insolvency—Fraud—Power of Attorney.

Action brought by plaintiff, a creditor of one Richmond, to have it declared that certain payments to defendants Greening & Co. of moneys received by Richmond from insurance companies in payment of policies covering his stock of goods destroyed by fire in Portage la Prairie, Manitoba, were in fraud of creditors and unjust preferences.

G. Lynch-Staunton, K.C., and R. R. Bruce, Hamilton, for plaintiff.

G. H. Watson, K.C., and S. C. Smoke, for defendants Greening & Co. and Garland.

W. D. McPherson, for defendant Matchett.

LOUNT, J., held, that the moneys in question were paid by defendant Matchett, who held a power of attorney from Richmond when the latter went to Scotland, in the ordinary way of trade and business and without collusion or fraud or intent to defeat or delay Richmond's creditors, and upon these and other findings, following *Molsons Bank v. Halter*, 18 S. C. R. 88, *Stephens v. McArthur*, 19 S. C. R. 446, *Davidson v. Fraser*, 28 S. C. R. 272, the action is dismissed with costs. Thirty days' stay.

Bruce, Burton, & Bruce, Hamilton, solicitors for plaintiff.

Watson, Smoke, & Smith, solicitors for defendants Greening & Co. and Garland.

T. C. Haslett, Hamilton, solicitor for defendant Matchett.

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TRIAL.

ANDERSON v. ELGIE.

Dower—Assignment of—Fraud of Mortgagor—Mistake—Subrogation—Merger.

Action for dower in the east half of lot 27 in the 5th concession of the township of Luther, the plaintiff relying on a deed dated 30th September, 1881, in which Sarah Morrison, wife of John Morrison, granted to the plaintiff all her dower rights which she might have in the above premises if she survived her husband. The deed to the plaintiff was registered subsequent to the registration of a mortgage from Morrison to the Agricultural Loan and Savings