

the plaintiff could not properly litigate the right to certain other promissory notes transferred by one of the defendants to another.

*Aylesworth*, Q.C., and *George Kerr*, for plaintiff. *Wyld*, for defendants *A. A. Brown* and *Baker*. *Fripp*, for defendant *W. E. Brown*.

Robertson, J.]

IN RE HARRISON.

[Feb. 8.

*Money in Court—Infants—Payment out—Surrogate guardian.*

Money paid into Court to the credit of infants will not be paid out to their guardian appointed by a Surrogate Court, upon his application, as a matter of right; though, in a proper case, an allowance for their maintenance and education may be made to him out of such monies. *In re Smith's Trusts*, 18 O.R. 329, followed; *Huggins v. Law*, 14 A.R. 383, and *Hanrahan v. Hanrahan*, 19 O.R. 396, distinguished.

*W. Davidson*, for the guardian. *J. Hoskin*, Q.C., for the infants.

Boyd, C., Ferguson, J.]

QUEEN v. LEVI

[Feb. 8.

*Municipal corporations—Police commissioner—Second-hand stores and junk shops—By-law prohibiting dealing with minors.*

*Held*, that R.S.O., c. 148, s. 436, which provides that "The Board of Commissioners of Police shall in cities license and regulate second-hand stores and junk stores," does not authorize a by-law to the effect that "no keeper of a second-hand store or junk store shall receive, purchase or exchange any goods, articles or things from any person who appears to be under the age of eighteen years."

Such a by-law is bad, as partial and unequal in its operation as between different classes, and involving oppressive or gratuitous interference with the rights of those subject to it without reasonable justification.

*Du Vernet*, for defendant. *Guthrie*, for prosecutor.

Boyd, C., Ferguson, J.]

MACDONALD v. GAUNE.

[Feb. 8.

*Bills of sale and chattel mortgages—Antedated chattel mortgage—Date of execution—Invalidity.*

Interpleader issue: *Held*, that a chattel mortgage was not invalid because dated March 16th, though not in fact executed until ten days later, it having been duly registered within five days from the date of actual execution.

The nominal date of a chattel mortgage is immaterial. It takes effect from and after the date and time of actual execution: nor is there any requirement that it shall be executed within so many days of the actual sale of the goods comprised in it.

*C. J. Helman*, for defendant. *Morrison*, for plaintiff.