

thereto "did not at the time of signing the same clearly understand the full effect and purport thereof." The judge of the County Court who made the order having died application was made under the Act of 1901 to his successor to set the order aside and to restore to the mother the custody of her child. It having been made to appear on such application that the effect of the order for adoption had not been fully explained to the mother at the time she signed the consent thereto, and that she had very little idea of the consequences of her act.

Held, that the learned judge was right in setting aside the order for adoption, and there was no reason for interfering with his decision.

W. H. Fulton, for appellant. *M. H. Lenoir*, for respondent.

Full Court.]

[Dec. 28, 1901.

MANCHESTER v. HILLS.

Bill of sale—Effect of possession under, in absence of filing as against subsequent attachment—Words "hirer, lessor, bargainer."

Plaintiffs sought a declaration that a transfer of a stock of goods and merchandise from the defendant J. H. to his brother G. H. was void under the provisions of c. 11 of the Acts of 1898 relating to Assignments and Preferences, and under ss. 1, 3, 4 of the R.S.O. (5th ser.) c. 92 of the Prevention of Frauds on Creditors by Secret Bills of Sale because it was not filed in the office of the registrar of deeds for the county. The transfer in question was a document executed by J. H., January 12, 1899, under which he transferred to G. H. a stock of goods in store to the amount of \$1,500, and agreed to pay for the same by paying notes of B. & Co. to the amount of \$500, and by giving ten notes for the balance, of \$100 each, one payable every six months. The document of transfer concluded "The said G. H. to hold the goods in store, and whatever goods may come in after shall become the property of the said G. H. until the said G. H. claim is paid in full. If I fail to pay any of the above named notes the said G. H. can take over possession of the business and all stock in the said store at time of me failing to meet or pay above or aforesaid named notes." This document was not filed in the registry of deeds for the county, and was not accompanied by any affidavit.

After G. H. had taken possession of the stock of goods under the power to do so contained in the document, plaintiffs attached the goods as the property of J. H., an absent or absconding debtor, and sought to have the transfer to G. H. set aside on the grounds above mentioned. G. H. counterclaimed against plaintiffs for the conversion of his goods.

Held, affirming the judgment of the trial judge and dismissing plaintiffs' appeal, that the document in question came within the term "bill of sale" as defined by R.S. (5th series) c. 92, s. 10, and should have been filed and was liable to be defeated for non-filing up to the time that G. H. took possession under it.