

*gages — Mortgage to secure moneys paid by mortgagee to creditor—Intent to prefer—Notice of Insolvency—R.S.O., c. 124, s. 2.*

A transaction entered into by a person in insolvent circumstances is not impeachable unless the person claiming the benefit of the transaction had notice or knowledge of the insolvency and did not act in good faith.

A security given by a person in insolvent circumstances to secure an actual advance made without notice or knowledge of the insolvency and in good faith is not impeachable because the moneys advanced are, pursuant to the direction of the insolvent, paid over to one of his creditors, who thereby obtains a preference.

*Stoddart v. Wilson*, 16 O.R., 17, discussed.

Judgment of the County Court of Hastings reversed.

*Moss*, Q.C., and *F. E. O'Flynn* for the appellant.

*R. C. Clute* for the respondent.

Q.B.D.]

ROSS *v.* CROSS.

*Negligence — Master and servant — Accident caused by defect in hoist.*

The defendant was the owner of a tannery for whom a hoist had been built by a contractor, and was, with the plaintiff, one of his employees, aiding the contractor in putting the hoist in place and in testing it. Owing to a defect in the mechanism, of which the plaintiff and defendant were ignorant, the hoist fell, and the plaintiff was severely injured. Both parties were aware that no safety catches had been put in the hoist. The presence of these might have stopped the fall, but their absence had nothing to do with the occurrence of the accident.

*Held*, that the defendant was not liable.

Judgment of the Queen's Bench Division directing a new trial set aside, and judgment of *FALCONBRIDGE*, J., at the trial restored.

*McCarthy*, Q.C., and *Pepler* for the appellant.

*Lount*, Q.C., for the respondent.

Chy.D.]

GIBBONS *v.* WILSON.

*Assignments and preferences—Bills of sale and chattel mortgages—Actual advance—R.S.O., c. 124, ss. 2 and 3.*

A solicitor, acting for a creditor, obtained for

the debt, on the security of a chattel mortgage, a loan from another client who was ignorant of the purpose for which the loan was required. The solicitor, out of the moneys advanced, paid off the creditor in full, and shortly afterwards the debtor assigned.

*Held*, affirming the judgment of the Chancery Division, 17 O.R., 290, that the mortgage was one to secure a present actual *bona fide* advance, and could not be impeached.

*Moss*, Q.C., and *Garrow*, Q.C., for the appellant.

*W. F. Walker* for the respondent.

ARMOUR, J.]

JOHNSTON *v.* TOWNSHIP OF NELSON.

*Municipal Corporations — Highways — Bridges — Limitation of action—R.S.O., c. 184, ss. 530 and 531.*

An action to recover damages sustained by reason of the neglect of a municipal corporation to keep in repair the approaches to a bridge, where the bridge and approaches are under the jurisdiction of one municipality only, must be brought within three months after the damages have been sustained.

Section 530 of R.S.O., c. 184, applies only to cases where one municipality has jurisdiction over a bridge and another has jurisdiction over the adjacent approaches.

Judgment of *ARMOUR*, C.J., affirmed.

*Carscallen* for the appellant.

*Fullerton* and *J. W. Elliott* for the respondents.

ROSE, J.]

IN RE CROFT AND THE TOWN OF  
PETERBOROUGH.

*Municipal corporations—By-law—Liquor License Act. R.S.O., c. 194, s. 42—Electors.*

The electors entitled to vote upon by-laws under R.S.O., c. 194, s. 42, are those entitled to vote at municipal elections.

Judgment of *ROSE*, J., 17 O.R., 522, affirmed on other grounds.

*Robinson*, Q.C., and *E. B. Edwards* for the appellants.

*Proussette*, Q.C., and *Aylesworth* for the respondent.