ants, was that the property in the machinery should not pass from the defendants to H. until they were paid for and the plaintiff must fail.

Tilt, Q.C. and *Mulock*, for the plaintiffs.
McCarthy, Q.C., for the defendants.

Proudfoot, J.] [January 28.

POWELL v. CALDER.

Chattel mortgage—Security—Preference—Judgment creditor—Interpleader—Bona fides—Void transaction—Infancy.

S. & W., a firm of whom W. was a minor, becoming embarrassed arranged with H., the managing man of J. G. & Co., their principal creditor, to give security for their debt. At the instigation of H. two notes for the amount of their indebtedness, maturing at short dates, were made by S. & W., and endorsed to J. G. & Co. by P., who was a brother-in-law of J. G., and connected with him in another business, and a chattel mortgage was given by S. & W. on everything they had in their business to P. to secure him, and $50 was paid him by J. G. & Co. for endorsing the notes. A few days after the mortgage was given C. caused the sheriff to seize S. & W.'s goods under an execution in his hands delivered subsequent to the making of the mortgage.

In an interpleader action between P. claiming under the chattel mortgage, and C. claiming under his execution it was,

Held, that no distinction could be made between J. G. & Co. in the transaction, and that if the mortgage was invalid it must be for want of *bona fides;* that the transaction only assumed the shape it did in order to avoid the statute against fraudulent preferences; that pressure will not validate a security unless it be a *bona fide* pressure to secure a debt, and without a view of obtaining a preference over the other creditors; that the notes matured at such short dates no time was given to the debtor, no new advance was made and no security given that the notes or the mortgage would not be enforced when they fell due, and that upon the whole case the mortgage was "null and void against the creditors."

Semble—That the infant's share did not pass by the chattel mortgage, nor by the assignment for the benefit of creditors which was afterwards made, but that as C., the plaintiff, seized under an execution it must be assumed that his judgment was properly recovered.

Meredith, Q.C., and *Gibbons*, for the plaintiff.
Lash, Q.C., for the defendant.

Ferguson, J.] [February 4.

WRAY v. MORRISON.

Injunction—Owners in severalty of halves of a house—Implied grant—Natural right of support.

The facts of this case were peculiar. In 1878 G. W. conveyed by a voluntary deed to M. W., his wife, a certain lot of land in the City of Toronto, by metes and bounds. There were several houses on the lot, but no reference was made to them in the conveyance in any way. In 1883, also by a voluntary deed, M. W. reconveyed, by metes and bounds, to G. W. one half of the lot so conveyed by him to her in 1878. In this conveyance, also, no reference at all was made to the houses on the land. In 1884 M. W. died, leaving all her property, real and personal, to M., the defendant, an adopted child of herself and her husband, by general devise, not specifying any particular property. One of the houses above referred to, as being on the lot conveyed in 1878, was so situate that half the house was on the half of the lot reconveyed by M. W. to G. W. in 1883, and the other half was the half of the lot retained by M. W. Shortly after the death of M. W., the defendant M. began to threaten G. W. that she would pull down and demolish the half of the said house which was on the half of the lot claimed by her under the devise of M. W., and on January 8th, 1885, actually commenced to tear down the sheeting which was round the base of the said half of the house, with a view, as was naturally admitted, of carrying out her said threats.

G. W. now moved for an *interim* injunction to restrain M. from forcibly interfering with the house, or with one C., a tenant the of house, placed therein by G. W. in the lifetime of M. W., and for a mandatory order for repair of damages already done, and by consent the motion was turned into a motion for judgment. The plaintiff rested his case