

The case that the appellants' counsel attempted to make out, and which the learned Chief Justice did not think was made out, was that the matter was of so great importance that damages alone should be the remedy awarded to the respondent. In the circumstances of the case, having regard to the urgent need of a supply of these munitions, and the temporary character of the business, the proper course was to suspend the operation of the injunction for six months, which would be probably long enough to enable the appellants to complete their present contract.

The respondent would, of course, be entitled to damages for the injury which he had sustained, or would sustain during that period.

There should be liberty to the appellants, at the expiration of the six months, to apply for a further suspension of the injunction.

The costs of the appeal should be paid by the appellants.

There should be a reference as to damages to the Master in Ordinary.

HIGH COURT DIVISION.

CLUTE, J.

OCTOBER 3RD, 1916.

*BROWN BROTHERS v. MODERN APARTMENTS CO.
LIMITED.

Chattel Mortgage—Failure to Renew—Bills of Sale and Chattel Mortgage Act, sec. 21—Who Entitled to Invoke—Creditors of Assigns of Mortgagor—Possession Taken by Mortgagee—Rights of Execution Creditors—Fraudulent Conveyances Act, sec. 3—Absence of Fraud.

An action by execution creditors of the defendants the Modern Apartments Company Limited to set aside a bill of sale whereby the defendant Barthelmes transferred certain chattels to the defendants the Royal Cecil Apartments Limited, as a fraud upon the plaintiffs and the other creditors of the defendants the Modern Apartments Company Limited; and (by amendment) for a declaration that the chattel mortgage to the defendant Barthelmes (made by Hudson Brothers) by virtue of which the defendant Barthelmes purported to make the transfer had ceased to be