

HAMILTON v. VINEBERG—SUTHERLAND, J.—JAN. 24.

Building Contract—Extras—Architect—Counterclaims.]—By an agreement in writing, dated the 28th September, 1909, the plaintiffs, builders and contractors, agreed to provide all the materials and perform all the work mentioned in the specifications and shewn on the drawings prepared by D. Burnham, architect, for the defendant, for the erection and completion of a dwelling-house in Toronto. The plaintiffs' claim in this action was for \$1,627.49 for extras, under a written order of the architect. The defendant counterclaimed against the plaintiffs and D. Burnham, the architect, for damages; and Burnham cross-counterclaimed against the defendant. Certain issues of fact were raised upon the claim and counterclaims, which the learned Judge found in favour of the plaintiffs and Burnham. Judgment for the plaintiffs for \$1,627.49, less \$174, making \$1,453.49, with interest from the 26th October, 1910, and costs. Counterclaim of the defendant dismissed with costs. Judgment for Burnham on his counterclaim against the defendant for \$60 and costs. E. C. Cattnach, for the plaintiffs and Burnham. H. Cassels, K.C., and R. S. Cassels, K.C., for the defendant.

McPHIE v. TREMBLAY—KELLY, J.—JAN. 25.

Assignments and Preferences—Assignment by Insolvent Partnership for Benefit of Creditors—Assets of Firm—Action by Assignee to Make Available Lands Purchased by Wife of Partner—Fraudulent Conveyance—Evidence.]—An action tried at North Bay, without a jury. The plaintiff, to whom Boulanger and Tremblay (a firm of which the defendant Peter Tremblay was a member) made an assignment for the benefit of their creditors on the 30th May, 1910, alleged that certain property purchased by the defendant Evelina Tremblay, wife of the defendant Peter Tremblay, was purchased or acquired, and buildings erected thereon, out of the funds or assets of the insolvent firm, and that such property should be declared a part of the firm's assets. The plaintiff also asked that a conveyance of the lands and property in question by the defendants Peter Tremblay and Evelina Tremblay to the defendant Routhier, on or about the 27th September, 1910, should be declared fraudulent and void as against the creditors of Boulanger and Tremblay. The learned Judge said that the only evidence offered at