

fendant Olive A. Gormley, trading under the firm name of Gormley & Co., amounting with interest to \$330.29, to recover that amount against the defendant Gormley, and as against that defendant and defendants Brophy Cains Limited for a declaration that a certain chattel mortgage given by the former to the latter, dated 6th February, 1906, covering the goods, chattels, and stock in trade of defendant Gormley, and a certain renewal thereof, filed on 23rd January, 1907, were fraudulent and void, and for an account by Brophy Cains Limited of all moneys received by them from the sale of the goods covered by the mortgage.

G. H. Watson, K.C., and R. J. Slattery, Arnprior, for plaintiff.

H. Cassels, K.C., for defendants Brophy Cains Limited.

No one for defendant Gormley.

MABEE, J.:—The grounds alleged for the attack upon the mortgage are that on and prior to 6th February, 1906, Olive A. Gormley, trading as Gormley & Co., was unable to pay her debts in full, and was insolvent, to the knowledge of Brophy Cains Limited, and that the chattel mortgage and renewal were made for the purpose of defeating, defrauding, hindering, and delaying the plaintiffs and the other creditors of Olive A. Gormley. A further ground is alleged, that the chattel mortgage and renewal do not comply with R. S. O. 1897 ch. 148 and amending Acts. The statement of claim further alleges that on 18th March, 1907, the defendants Brophy Cains Limited seized and sold the goods covered by their mortgage, at slaughter prices; that the seizure was illegal and excessive; and that no inventory or memorandum was served upon the mortgagor by the defendants Brophy Cains Limited or their bailiff.

On 13th August, 1907, the Universal Skirt Co. made an assignment for the benefit of their creditors to James Glanville, and on 12th September, 1907, an order was made, upon the application of Glanville . . . adding him as a party plaintiff, and allowing the action to proceed; a copy of this order was served upon the defendants, and no appeal was taken therefrom.

No defence is made upon behalf of Olive A. Gormley, and, the plaintiffs having proved the overdue notes, judgment may go against her for the amount thereof, with interest, and costs upon the scale of the County Court.