cluding the two younger daughters, and the trustees joining in a conveyance could convey a good title to the purchaser.

Van Norman v. Grant.

Practice—County Court—Garnishee proceedings.

Proceedings were taken before a County Judge to garnish certain moneys payable by the County to the plaintiff, as Clerk of the Peace and County Crown Attorney, and which moneys that Judge ordered to be attached in favour of the defendant, whereupon the debtor—the defendant in those proceedings—filed a bill in this Court seeking to restrain proceedings on such order.

Held, that this Court had not jurisdiction to grant the relief asked; that the proper course to obtain the relief sought was to appeal from the ruling of the Judge to the Court of Appeal; and without determining whether the claim of the debtor against the County was such as could be garnished. The motion was refused with costs.

Davidson v. McGuin.

Fraudulent conveyance—Insolvent Act—Marriage.

M. had been carrying on business in partnership, and in October, 1876, purchased his partner's interest for $1,332. About this time M. was paying his addresses to the defendant, whom he led to believe, as he himself believed, that he was doing a flourishing and profitable business, and during the negotiations for their marriage, the defendant's father proposed to M. that he should erect a house he was speaking of building, on a lot of his (the father's), and that he should convey the same to his daughter as a marriage dowry, to which M. assented. The marriage took place in November of that year, and during the following year M. erected a house on the lot as proposed, at a cost of about $900, and in fulfilment of the arrangement the father conveyed the lot to his daughter. In January, 1880, M. became insolvent, and a bill was filed by his assignee impeaching the transaction as a fraud upon creditors under the 132nd section of the Insolvency Act of 1875. The Court (Proudfoot, V.C.) thought that the evidence did not establish any fraudulent intention on the part of M, and distinctly negatived any knowledge by the defendant or her father when entering into the arrangement, of any such intention; and that, under the circumstances, the transaction could not be impeached under the statute of Elizabeth and dismissed the bill with costs.

Sheritt v. Beattie.

Practice—New hearing—Surprise.

A defendant knew exactly the question to be tried at the hearing, but took no steps to adduce any evidence on his behalf, and a witness whom he would have called was called by the plaintiff and gave evidence which the defendant swore was different from what he had anticipated he would give.

Held, that this was not such a case of surprise as entitled the defendant to have the cause opened and a new hearing had; and a motion made for that purpose was refused with costs, although the defendant swore that the evidence given by the witness was incorrect and would be contradicted by the wife and son of the defendant.

Cleaver v. The North of Scotland Canadian Mortgage Company.

Specific performance—Compensation for crops.

By the terms of a notice and condition of sale it was stated that there were 50 acres of fall and spring wheat and peas on the premises. The fact was that one half the crops were owned by parties in possession of the lands, under an agreement with the owner.

Held, that a person purchasing at the sale was entitled to compensation for one-half the crops, the value of which, unless agreed to by the parties, should be ascertained on a reference to the Master.

Proudfoot, V.C.] [August 17.

Merchants' Bank v. Graham.

Mortgagees and joint owners of vessels—Evidence.

A mortgagee of a vessel, until he takes