

ant's pleading was perfectly allowable and in no sense embarrassing. Motion dismissed with costs to the defendant in any event. The plaintiff may have a week to reply if this is desired. W. C. Hall, for the plaintiff. W. D. McPherson, K.C., for the defendant.

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KUNTZ BREWERY CO. v. GRANT—MASTER IN CHAMBERS—Nov. 16.

*Parties—Action to Set aside Chattel Mortgages as Fraudulent—Addition of Mortgagor as Defendant.*—In an action to set aside as fraudulent two chattel mortgages made by an hotel company to the defendants, the hotel company was not made a party; and the defendants moved, before pleading, to have the company added as a defendant. The Master said that in *Gibbons v. Darvill*, 12 P.R. 478, it was decided that in an action of this character, by a simple contract creditor, the grantor was a necessary party. And in *Cassels on the Ontario Assignments Act* (1895), p. 32, the learned author, citing the *Gibbons* case, says: "In *Ferguson v. Kenny*, 16 A.R. 276, the Court of Appeal on the argument expressed the opinion that the transferor or grantor should in all cases be made a party." Mr. Cassels was at that time reporter to the Court. This is decisive of the motion; and the writ and statement of claim should be amended accordingly. In any case, it would seem unjust to allow a grantor to be found guilty of fraud in his absence from the record. And further it could not but be advantageous to the plaintiff in such actions to have the grantor before the Court to defend himself if he can, but in any event to be subject to examination for discovery and to make production. Costs of the motion to the defendants in the cause. G. H. Kilmer, K.C., for the defendants. A. B. McBride, for the plaintiffs.