G. H. had not only broken his contract but had also infringed the patent.

3. One who knowingly and for his own ends and benefit and to the damage of the patentee induces, or procures, another to infringe a patent is himself guilty of an infringement.

4. The defendants G., being aware of the terms upon which the defendant H. had purchased a binder from the plaintiffs, viz., that only sheets that were supplied by or under the authority of the plaintiffs were to be used in it, furnished H. with sheets prepared and adapted by them for use in such binder, and to induce him to buy sheets from them they undertook to indemnify him against any action the plaintiffs might bring against him in that behalf. The defendants G. had thereby infringed the patent.

W. Cassels, K.C., and *Raney*, for plaintiffs. *Mignault*, K.C., and *Perron*, for defendants.

Province of Ontario.

COURT OF APPEAL.

Full Court.] CRAIG *v.* MCKAY. [March 28.

Bankruptcy and insolvency—Preference—Statutory presumption—Rebuttal—Transaction before 1897*—Circumstances rebutting intent to prefer—Registry laws—Assignment for creditors—Mortgage—Priorities.*

At the revision of the Ontario Statutes in 1897, the words "prima facie" were inserted after the word "presumed," where it occurs in sub-ss. 3 and 4 of s. 2 of 147, and the doubt whether the presumption was rebuttable was thereby set at rest; but even under the language of sub-s. 2 (*b*) of s. 2 of the Act of 1887, i.e., without the words "prima facie," the presumption was rebuttable; and in the case of a mortgage of land to secure a debt, made on 15th Oct., 1896, to the defendants, followed on the 21st October, 1896, by an assignment by the mortgagor to the plaintiff for the benefit of creditors, the defendants were entitled to shew that there was no intent to prefer. *Lawson* v. *McLoch*, 20 A.R. 464, followed.