

at 7 per cent. . . . Mrs. Hill said her husband had told her of the existence of the livery business, but she did not remember the occasion of giving the mortgage, or what became of the money borrowed from the loan company. Hill was not examined as to the destination of the money.

Counsel for defendants urged that on an execution against the firm of Hill & Weir, a levy could not be made on the goods and chattels of one of the partners to satisfy the firm's debts. Under the Bankruptcy Acts a creditor of a bankrupt firm cannot rank against the separate estate of a member until the member's creditors have been paid in full. But no such condition exists here, and plaintiffs, having an execution against the firm of Hill & Weir, can realize out of the separate estate of any member composing it.

I direct judgment to be entered (1) declaring that defendants Byron John Hill and Annie Kirkbride Hill are respectively interested in the business of the Hill Printing Co. . . . and in the lands and premises on Lowther avenue, in the proportions in which they have respectively contributed to the moneys invested therein; (2) declaring that the share of Byron J. Hill in such properties is liable to satisfy plaintiffs' claim; (3) directing a reference to the Master in Ordinary to ascertain the interest of defendant Byron John Hill in the said business and property, having regard to the declaration aforesaid, and to sell the same, and directing the purchase money to be paid into Court, and all proper parties to join in conveyances, and directing the money paid into Court to be applied in payment of costs of action and then in payment of plaintiffs' claim. . . .; (4) also declaring that the goods and chattels put in the house in Lowther avenue . . . by Byron J. Hill are his property, and that the same (save such part thereof as is by law exempt from execution) are liable to satisfy plaintiffs' claim; (5) directing the Master to ascertain and state what portion of the said goods and chattels is liable to be sold in execution, and directing the same to be sold with the approbation of the said Master, and the proceeds to be paid into Court and applied in payment of plaintiffs' costs of sale, and then in payment of plaintiffs' claim and such part of the costs of the action as may not be recovered from defendants; (6) and ordering defendants to pay costs of action up to and including this judgment.