

MASTEN, J., IN CHAMBERS.

MAY 10TH, 1917.

RAT PORTAGE LUMBER CO. v. HARTY.

*Attachment of Debts—Moneys to Credit of Judgment Debtor in Bank
—Collateral Account—Suspension—Payment into Court.*

Appeal by the plaintiffs from an order of the Local Judge at Fort Frances, refusing to direct payment over to the plaintiffs of a fund in the hands of the garnishees, the Canadian Bank of Commerce, but directing the garnishees to pay the money into Court to abide further order.

R. T. Harding, for the plaintiffs, judgment creditors.

A. A. Macdonald, for the defendant, judgment debtor.

MASTEN, J., in a written judgment, said that on the hearing of this motion, as the bank admitted \$144.90 to have been in their hands to the credit of the judgment debtor James Harty (collateral account) at the date of service of the attaching order in December, 1916, and as this sum was not required for the satisfaction of Harty's note then current in the bank, and still remained to his credit, he (the learned Judge) thought that the motion was governed by *Sparkes v. Younge* (1858), 8 Ir. C.L.R. 251—but further consideration had convinced him that the principle to be applied was that illustrated by *Hutt v. Shaw* (1887), 3 Times L.R. 354.

As to the costs awarded by the local Judge, the learned Judge did not see his way to interfere.

Appeal dismissed with costs.

MASTEN, J.

MAY 11TH, 1917.

CANADIAN JOHNS MANVILLE LIMITED v. KNIGHT
BROS. CO. LIMITED.

CANADIAN JOHNS MANVILLE LIMITED v. HENRY
KNIGHT.

*Assignments and Preferences—Conveyances of Land by Insolvent
Debtor to Creditors—Preferences—Absence of Intent to Prefer.*

Actions by creditors of the defendant Hunt to set aside two certain conveyances of land made by that defendant to the de-