shown that they had been served with notice of proceedings under the Quieting Titles Act, proof of service of the decree was dispensed with.

Blake, V. C.] [Jan. 1881.

RE DUNHAM.

Quieting Titles Act—Contestant.

A contestant under the Quieting Titles Act must file a petition in his own mame before a certificate can issue in his favor, but he may use in such petition the evidence adduced on the petition in which he was contestant.

Proudfoot V. C.] [Jan. 20, 1881.

GOUGH V. PARK.

Costs—Solicitor and client—Travelling expenses.

Where costs as between solicitor and client were to be paid by the plaintiff to the defendant, and where it appeared that the defendant's solicitor had at the request of his client travelled from Sarnia to Toronto to attend on the examination of the plaintiff,

Held, on appeal from the Master, that the defendant can tax against the plaintiff a sum of $60 paid defendant's solicitor for two days' services and travelling expenses.

Proudfoot, V. C.] [Feb. 12.

RE CUMMINGS.

Quieting Titles' Act—Conveyance after proceedings taken.

Parties to whom land has been conveyed after the registration of the certificate of the filing of the petition and pending the investigation of the title must be substituted as petitioners.

Registrars' abstracts must be continued to the date of the certificate of title.

Blake V. C.] [March 7.

WADSWORTH V. BELL.

Sheriff—Poundage.

The poundage of a sheriff cannot be taken to cover more than the risk and responsibility cast upon him when he seizes, retains, and sells goods, and from this levy returns the money. If the sheriff's action be intercepted it is for the court to say what allowance shall be made him in lieu of poundage.

Hoyles, for plaintiff.

H. Cassels, for sheriff.

Spragge C.] [March 12.

ALLAN V. MCTAVISH.

Fraudulent conveyance—Evidence—Res judicata—Ancient document.

D., the purchaser of land, gave a mortgage thereon to secure part of the purchase money, and subsequently allowed taxes to accumulate on the land, which was sold in order to realize such taxes, when D. bought it and obtained the usual deed to himself. D. having made default in payment of the mortgage, proceedings were instituted thereon, pending which D. conveyed this and other property to his two sons, who gave a mortgage back securing the support and maintenance of D. and his wife, when the plaintiff filed a bill impeaching the transaction for fraud.

Held, (1) that upon the evidence the transaction was fraudulent and void as against creditors; (2) that the judgment at law recovered by the plaintiff against D. was not evidence against the sons being *res inter alios judicata;* but (3) that the production of the original mortgage signed by D. which was more than twenty years old, proved itself under R. S. O. ch. 109, sec. 1., sub-sec. 1, which makes such a document evidence of the truth of the recitals contained therein until shown to be untrue; and therefore it was evidence of the debt due thereunder and could be used as such against the sons.

Proudfoot, V. C.] [March 19.

JONES V. DAWSON.

Tenancy by curtesy—Remainder—Devise—Seisin in law.

Where a testator gave to his children all his real and personal property, to be divided equally when the youngest came to the age of twenty-one, subject to a provision that the wife should have all the rents, profits, and interest to maintain herself and educate and maintain the testator's children as long as she remained his