

faction with the arrangement, and refused to continue it. A conveyance of the farm was thereupon made to him for \$500, his contributions from his earnings being placed at \$300, and the balance being paid by cash and a horse. At the time the mother was indebted to the plaintiff in the sum of \$131.00.

Held, that the conveyance was not fraudulent under 13 Eliz., c. 5.
W. P. Jones, for plaintiff. *F. B. Carvell*, for defendant.

Barker, J.] TURNER v. TURNER. [Jan. 19.
Jurisdiction—Probate.

Probate of a will devising real estate is not conclusive evidence of the validity of the will in this court.

Teed, K.C., for plaintiff. *Jordan*, K.C., for defendant.

Barker, J.] BURDEN v. HOWARD. [Jan. 19.
Breach of injunction—Motion to commit—Costs.

Where in the suit for a declaration that the plaintiff and defendant were partners, the defendant in breach of an interim injunction order collected debts due the firm, but which subsequently to the service of a notice of motion for his commitment he paid to the receiver in the suit, he was ordered to pay the costs of the motion.

Teed, K.C., for plaintiff. *Jordan*, K.C., for defendant.

Barker, J.] CUSHING SULPHITE CO. v. CUSHING. Jan. 19.
Company—Managing director—Powers—Breach of trust—Pleading—Fraud—Costs.

The defendant promoted the formation of the plaintiff company for the manufacture of pulp upon the understanding that slab wood from his saw mill should be used as fuel and pulp wood by the company. P., residing in England, contributed two-thirds of the capital under an agreement that he was to control the building of the mill, supply the machinery and have the selection of the manager. He was elected president and the defendant was elected managing director of the company. The mill was erected under P.'s plans near the defendant's mill, and was fitted with machinery for the use of mill-wood both as pulp and as fuel. A by-law provided that the managing director should have general charge of the property and business of the company, and he was given by the directors a free hand in the management. The defendant without orders, but with the knowledge of all the directors except P., erected at a cost of about \$17,000 to the company a fuel house and conveyors thereto from his saw