

they, will full knowledge of the facts, helped to consummate. Action dismissed with costs. T. A. Beament, for the plaintiffs. H. E. Rose, K.C., for the defendants.

BRITTON, J., IN CHAMBERS.

SEPTEMBER 5TH, 1916.

CLIFTON v. TOWERS.

Judgment—Correction of, after Settlement and Entry—Personal Liability of Assignee for Benefit of Creditors—Chattel Mortgage—Conversion.

Motion by the widow and administratrix of the estate of the plaintiff—the plaintiff having died since the trial of the action—to vary the judgment as settled and entered.

The action was brought by a chattel mortgagee, against the assignee for the benefit of creditors of the chattel mortgagors, to recover, out of the proceeds of goods sold by the defendant, the amount of the plaintiff's claim upon the chattel mortgage.

The action was tried by Britton, J., without a jury, and judgment was given for the plaintiff for \$621.92 and interest, with costs—the debt payable out of the estate of the chattel mortgagors, and the costs payable by the defendant personally: see Clifton v. Towers (1916), 10 O.W.N. 224.

The motion was to vary the judgment so as to make the debt, as well as the costs, payable by the defendant personally, with liberty to reimburse himself out of the estate of the mortgagors.

J. D. Bissett and T. H. Peine, for the applicant.
W. S. Brewster, K.C., for the defendant.

BRITTON, J., in a written judgment, said, after stating the facts, that the motion should prevail. The plaintiff was entitled to have a judgment against the defendant personally. There was a mistake in the judgment as entered which should be rectified. The judgment as issued did not carry out the intention of the learned Judge in giving judgment for the plaintiff; and it was not too late to correct the mistake. The contest in the action was as to the validity of the chattel mortgage. The finding was in favour of the mortgage for the original plaintiff, and the administratrix was entitled to what followed from success in the