

is within the very words of sec. 26. Appeal dismissed with costs.

E. G. Porter, Belleville, the first execution creditor in person.

J. English, Napanee, solicitor for second execution creditor.

MEREDITH, C.J.

JANUARY 8TH, 1902.

CHAMBERS.

WARD v. BENSON.

*Parties—In Same Interest—A Solicitor will not be Appointed to Represent Defendants, not Parties, as there is not Authority to do so under Rule 200.*

That Rule provides for the authorizing of one or more parties to defend on behalf or for the benefit of all parties not already defendants, where there are numerous parties having the same interest, so as to dispense with the necessity of making them defendants.

Bedford v. Ellis, [1901] A. C. at p. 10, Wood v. McCarthy, [1892] 1 Q. B. 775, and Cornell v. Smith, 14 P. R. 275, at p. 277, referred to.

W. J. Elliott, Toronto, solicitor for plaintiff.

MEREDITH, C.J.

JANUARY 8TH, 1902.

TRIAL.

MCNEIL v. DAWSON.

*Fraudulent Conveyance—Mortgage by Wife to Husband, in Effect a Preference, within 60 days of Creditors' Action—Presumption not Rebutted — R. S. O. ch. 147, sec. 2, subsec. 3.*

Action tried at St. Catharines, brought on the 23rd May, 1901, by the plaintiff on behalf of herself and all creditors of defendant Loretta J. Dawson against her and her husband, to set aside as a fraudulent preference, a mortgage dated 10th April, 1901, made by her in favour of her husband.

G. H. Levy, Hamilton, for plaintiffs.

J. E. Varley, St. Catharines, for defendant G. Dawson.

G. F. Peterson, St. Catharines, for defendant Loretta J. Dawson.

MEREDITH C.J.—When the mortgage was given, the wife was insolvent to her knowledge and that of her husband . . . there was an indebtedness by the wife to her husband at the time the mortgage was given, and the mortgage has the effect of giving him a preference, and the intent to