

From C. P. Div.]

[May 12.

DAVIDSON *v.* FRASER.

*Bankruptcy and insolvency—Assignments and preferences—Payment of money to creditor—R.S.O. ch. 124, sec. 3.*

Endorsing and giving to a creditor the unaccepted cheque of a third person in the debtor's favor is not a payment of money to the creditor by the debtor within the meaning of section 3 of R.S.O., ch. 124.

*Armstrong v. Hemstreet*, 22 O.R. 336, over-ruled.

Judgment of the Common Pleas Division reversed, OSLER, J. A., dissenting.

*G. G. Mills*, for the appellants.

*Watson*, Q.C., for the respondents.

From Q. B. Div.]

[May 12.

SHAVER *v.* COTTON.

*Company—Winding-up—Action against shareholder by creditor of company—R.S.C., ch. 129, R.S.O. ch. 157, sec. 61.*

After a winding-up order has been made under R. S. C., ch. 129, a judgment creditor of the company cannot bring an action under section 61 of R.S.O., ch. 157, against a contributory for payment of the amount unpaid on his shares.

Judgment of the Queen's Bench Division, 27 O. R. 131, reversed.

*Raney*, for the appellant.

*Titus*, for the respondent.

From Meredith, J.]

[May 12.

GRANT *v.* WEST.

*Bankruptcy and insolvency—Assignments and preferences—Assignment for the benefit of creditors—Claim for damages—R.S.O. ch. 124.*

A person claiming damages against the assignor for breach of contract is not a creditor within the meaning of the Assignments and Preferences Act, R.S.O. ch. 124, and cannot, after the assignment, bring an action to ascertain the damages and rank for the amount against the estate in the hands of the assignee.

Judgment of MEREDITH, J., reversed.

*Atkinson*, Q.C., for the claimants.

*J. S. Fraser*, for the assignee.

From C. P. Div.]

[May 12.

DRENNAN *v.* CITY OF KINGSTON.

*Municipal corporations—Highways—Ice on sidewalk—57 Vict., ch. 50, sec. 13 (O.).*

A street crossing in the line of and adjoining parts of a sidewalk on opposite sides of the street is not a sidewalk within the meaning of 57 Vict., ch. 50, sec. 13 (O.).