tected so long as the mortgage under which he bought has the protection given to it by the registration; and that such protection will continue whether the purchaser is a mere assignee or holds under the power of sale; but that when the term of the mortgage expires the purchaser is no longer protected, unless he take actual possession, or procure and register a mortgage in his favour, and he cites an English case in support. Osler, J. however, declined to express any opinion on this second point, on the ground that the terms of the English Bills of Sale Act are so different from ours. Galt, J., gave no judgment.

The next case of the *Canada Permanent L. and S. Co'y* v. *McKay*, p. 51, needs only a passing notice. It was an action of ejectment. The step-brother of the defendant, the registered owner of the legal title, mortgaged to the plaintiffs, who had no notice of certain equities claimed by the defendant against the said legal owner. The plaintiffs were, therefore, declared entitled, as purchasers for value without notice, to all except a small portion comprising the house and garden. This portion had always been deemed the defendants' special property, and he had always exclusive possession thereof, and, therefore, *although his aforesaid step-brother had also always resided on the land, and had worked it jointly with the defendant*, the latter was held to have acquired a title to the portion comprising the house and plot, under the Statute of Limitations by reason of his exclusive possession of it.

In the next case requiring notice, *Mills* v. *Kerr*, p. 68, an assignment of all the goods and effects in and about the dwelling house of a member of an insolvent firm, made for the benefit of the partnership creditors only, was held to be a fraudulent preference, inasmuch as there were proved to be also separate creditors; and it was also held that the intent of the parties to include the separate creditors could not be proved by parol evidence, for "the intent in the statute mentioned, to defraud, etc., must be governed by the terms of the instrument alone;" (per Wilson, C. J.)

The case of *Ontario Bank* v. *Mitchell*, p. 73, shows that in the examination of a judgment debtor under R. S. O., c. 50, sec. 304 (Jud. Act, O. 41, r. 1), "the chief object is to show what property the debtor has at the time of the examination which can be made available to the creditor, and it is material in making or in the attempt to make out present property, to show that at some anterior time, no matter how far back, the debtor had property, and to get an account from the debtor where that property is, or what has been done with it," (per Wilson, C. J.); and therefore the enquiry is not restricted to the period of the contracting of the debt, but it may be shown that at some anterior time, no matter how far back, the debtor had property, as to which he may be required to give an account; and it is not sufficient answer to the enquiry merely to say that it has all been disposed of before the debt was incurred.

The next case, *Lee* v. *Public School Board of Toronto*, is a decision on sec. 13 of the new School Law, (44 Vic., c. 30). This section forbids a public or high school trustee (1) to enter into any contract, agreement, engagement, or promise of any kind, either in his own name, or in the name of another, and either alone or jointly with another, or in which he has any pecuniary interest, profit, or promised or expected benefit, with the corporation of which he is a member; or (2) to have any pecuniary claim upon or receive compensation from such corporation, for any work, engagement, employment, or duty on behalf of such corporation. The section then declares (3) that every such contract, agreement, engagement, or promise shall be null and void; (4) that such trustee shall *ipso facto* vacate his seat, and (5) that a majority of the other trustees may *declare the same* accordingly. It was decided in the above case, though with some doubt on the part of Osler, J. (see his judgment, page 87),