

Judge finds that it was made with the intention of defeating the plaintiff company's claim. The house conveyed really represented the bricks bought from the plaintiff company and used in building it and other houses. Stripped of form, and looking only at the substance, the arrangement was a dishonest one on behalf of both the husband and wife to give her the title through her husband to the house and enable him to escape payment of the price. Judgment for the plaintiff company for the amount claimed against the defendant George Cole, and declaring the conveyance fraudulent and void against the plaintiff company and the other creditors of the defendant George Cole; reference to the Local Master at Hamilton to sell the land and distribute the proceeds in the ordinary way. Costs to be paid by the defendants. A. M. Lewis, for the plaintiff company. C. W. Bell, for the defendant George Cole. P. R. Morris, for the defendant Sarah Cole.

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CRANE V. HOFFMAN—MIDDLETON, J.—JUNE 9.

*Sale of Goods—Conditional Sale of Machine—Contract—Provision for Sale upon Default of Payment and Application of Proceeds upon Promissory Note Given for Price—Liability of Person Endorsing as Surety—Repossession of Machine by Vendor and Use in Business—Action by Vendor upon Note.]—*This action arose out of the same transactions as *Wade v. Crane*, ante 478, and was tried without a jury at Hamilton. The plaintiff, the owner of a brickyard, agreed to sell it. By the terms of the sale, the deed was to remain in escrow until payment of the purchase-price. The Excelsior Brick Company, the purchaser, made an assignment for the benefit of creditors; and the assignee, in carrying on the business of the company, desired to replace a broken-down machine by a new one. The plaintiff bought the machine, and agreed to sell it to the company, upon the terms of a conditional sale contract, by which the property was not to pass until the price was paid. A promissory note was given for the price, and this stipulation was added to the note. This action was brought to recover the amount of the note from the defendant, who endorsed it as surety. The machine was annexed to and became part of the realty; and, default having been made in carrying out the purchase of the land, the plaintiff took possession of the land, and, with the land, possession of the machine. The plaintiff operated the yard and treated the machine as his own property. The defendant set up that, the property not having passed, and the