

should be allowed; and the assessment reduced from \$8,000 to \$4,538.

[See Re Bell Telephone Co. and Village of Lancaster (1917), ante 17.]

LEASK, JUN. DIST. CT. J.

SEPTEMBER 27TH, 1917.

CLIFF PAPER CO. v. AUGER.

Bill of Sale—Bona Fide Transaction—Description of Goods—Consideration—Inaccurate Statement of—Absence of Fraud—Contract—Sunday—Evidence—Affidavit of Bona Fides—Affidavit Made by Assistant-Secretary of Mortgagee-company—Sufficient Authority not Shewn—Resolution of Directors—Bills of Sale and Chattel Mortgage Act, R.S.O. 1914 ch. 135, secs. 12 (2), 13—Fatal Defect—Interpleader Issue.

An interpleader issue, tried by the Junior Judge of the District Court of the District of Nipissing, acting for and at the request of the Senior Judge of the District Court of the District of Temiskaming.

J. W. Mahon, for the plaintiffs.

F. L. Smiley, for the defendants.

LEASK, JUN. DIST. CT. J., in a written judgment, found that the bill of sale from A. C. White to the plaintiffs, under which they claimed goods seized under the defendants' executions against the goods of White, covered all his available assets; that the purchase-price, \$3,000, was actually paid over; that the transaction was a bona fide and absolute sale by White to the plaintiffs, without any knowledge on their part of the insolvency of White; and that the description of the articles in the bill of sale was sufficient.

It was said that the true consideration was not expressed, inasmuch as the \$3,000 named as the consideration was not paid for the goods described in the bill of sale, but for those goods plus White's interest in two timber contracts. The evidence shewed that \$3,000 was a fair price for the goods plus the interest in the timber contracts. The inaccuracy of statement was, therefore,