action of this character, a judgment should not be pronounced and a reference directed without some actual proof of marriage and that there will ultimately be some means of executing the judgment. Upon the filing of an affidavit of the plaintiff swearing to the solemnisation of a lawful marriage, followed by cohabitation, an affidavit by the plaintiff, or some one else who knows, that there is something upon which a judgment can probably be realised, there will be judgment for alimony, with a reference to the Local Master to inquire and report as to the defendant's means, and his finding of what would be a fair sum to be allowed the plaintiff for alimony—distinguishing how far 'the support of the children affects the computation—and such other facts as will enable the Court to determine what would be just, in the circumstances; further directions and costs and the ultimate disposal of the matter being reserved.

———

Rose, J.   June 29th, 1920.

McLENNAN v. FULTON.

Evidence—Action by Creditor to Set aside Sale by Debtor of Interest in Assets of Partnership—Bulk Sales Act, 1917, 7 Geo. V. ch. 33 (O.)—Application of Act—Question whether Action Brought within 60 Days after Notice to Creditor of Sale Having been Made—Sec. 9 of Act—Evidence—Conflicting Testimony of two Solicitors of Equal Credibility—Preference Given to Recollection of one who Affirms—Other Circumstances— Corroboration—Onus.

The plaintiff, suing on behalf of himself and of all other creditors of the defendant A. G. Fulton, asked for a declaration that a sale by A. G. Fulton of all his interest in the assets of the firm of which he was a member was fraudulent and void as against creditors, both by virtue of the Bulk Sales Act, 1917, 7 Geo. V. ch. 33 (O.), and apart from that Act.

The action was tried without a jury at Sault Ste. Marie.
J. E. Irving, for the plaintiff.
J. L. O'Flynn, for the defendants.

Rose, J., in a written judgment, said that at the trial he stated his opinion that actual fraud was not proved, and that, apart from the Bulk Sales Act, the claim must fail.