

on the premises in question, some before and some after the execution of the mortgage to the plaintiffs in 1874. The mortgagor (the defendant) had no interest in any of the machinery at the date of the mortgage to the plaintiffs, having previously sold out to one Abel; but afterwards he became solely entitled to all of it, and he then executed a chattel mortgage of the same to the Parry Sound Lumber Company. On the reference under decree obtained by plaintiffs, the Master made the Lumber Company parties as subsequent encumbrancer.

*Held* (assuming the machinery or some portion of it to be trade fixtures, removable as between landlord and tenant), that the machinery (or such portion aforesaid) when acquired by the mortgagor, would go to increase the plaintiffs security, and that therefore the Master was right in making the Lumber Company parties as subsequent encumbrancers.

Further, that there appeared no good reason why the plaintiffs, having purchased and taken an assignment of a mortgage made by defendant in 1869, were not entitled, under that, to have the greater part, if not all the machinery added to their security.

Proudfoot, V.C.]

[June 10.]

FISKEN V. INCE ET AL.

*Revivor order—Discharge of—Practice.*

An order of revivor was obtained in the cause on the ground that the plaintiff had assigned all his interest, &c., to one Close.

The plaintiff applied to the Court by petition to set aside the order, disputing the assignment on the allegation of which the order was obtained.

PROUDFOOT, V. C., discharged the order of revivor with costs.

CAMPBELL V. THE NORTHERN RAILWAY CO.  
V. C. Blake.]

[Sept. 31.]

*Power of Railways to arrange with each other—Competing lines.*

The Railway Act of 1868 enacts that "The directors of any railway company may at any time make agreements or arrangements with any other company, either in Canada

or elsewhere, for the regulation or interchange of traffic to or from their railways, and for the working of the traffic over the said railways respectively, or for either of those objects separately, and for the division and apportionment of tolls, rates, and charges in respect of such traffic, and generally in relation to the management and working of the railways or any of them, or any part thereof, and of any railway or railways in connection therewith, for any term not exceeding twenty-one years, and to provide either by proxy or otherwise for the appointment of a committee or committees for the better carrying into effect any such agreement or arrangement, with such powers and functions as may be necessary or expedient, subject to the consent of two-thirds of the stockholders voting in person or by proxy;" the word "traffic" being interpreted by the Act as meaning "not only passengers and their baggage, goods, animals, and things conveyed by railways, but also cars, trucks, and vehicles of any description adapted for running over any railway."

*Held*, That the powers of a Railway Company to make such arrangements were not controlled by a subsequent Act, which conferred similar powers with others, and "provided also that the powers hereby granted shall not extend to the right of making such agreements with respect to any competing lines of railways," although one of the termini of both roads was the same, it being shown that the arrangement entered into was for the mutual advantage of both companies.

M'NEIL V. THE RELIANCE MUTUAL FIRE INSURANCE COMPANY.

V. C. Blake.]

[Oct. 6.]

*Insolvent Act—Insolvent Company—Jurisdiction—Demurrer.*

The object of the Legislature in creating the Insolvent Court is for the purpose of administering the estates of insolvents, and this Court will not, unless in a very exceptional case, interfere with the jurisdiction thus created. Therefore, where a bill was filed for the purpose of winding-up the affairs of an insolvent Insurance Company,