

PRIER V. PRIER—FALCONBRIDGE, C.J.K.B.—AUGUST 10.

Contract—Conveyance of Farm by Parents to Son—Bonds for Maintenance—Performance of Contract—Consideration.]—Action originally brought by the father and mother of John Prier to enforce bonds given by him for their support and maintenance, the defendant being the executor and devisee of John Prier, to whom the original plaintiffs had conveyed their farm, in consideration of the bonds, etc. The action was continued by the executor of the father, and an alternative claim to set aside the conveyance of the farm was made. The learned Chief Justice said that the old people were both dead; and, on the great preponderance of testimony, they had nothing to complain of in their lifetime—e.g., many witnesses deposed to offers made to them to build a house, as contemplated by the bonds. This was no case of failure of consideration. The contract was executed on both sides. Action dismissed—under all the circumstances, without costs. J. S. Fraser, K.C., for the plaintiff. F. F. Pardee, K.C., for the defendant.

RE NATIONAL AUTOMOBILE WOODWORKING CO. LIMITED—FALCONBRIDGE, C.J.K.B.—AUGUST 19.

Company—Winding-up—Order under Dominion Statute—Consent of Creditor or Shareholder—Sec. 12 of Statute.]—Motion by the assignee of the company for an order for the winding-up of the company under the Dominion statute. The learned Chief Justice said that, upon filing the written consent of a creditor or shareholder to the amount required by sec. 12 of the Winding-up Act, the usual order should go; Frederick Curzon Clarkson to be provisional liquidator; reference to the Master in Chambers to appoint a permanent liquidator and exercise the other usual powers. J. F. Boland, for the applicant. Grayson Smith, for A. J. H. Eckhardt.