

Ct. of App.]

NOTES OF CANADIAN CASES.

[Ct. of App.]

tees had power to effectuate the contract of the tenant for life by executiug a lease. He said: "Supposing the agreement had not been for a lease in accordance with the power it would have been otherwise; but since all parties under the settlement are bound by the equitable contract so as to pass to the lessee the equitable interest, I am of opinion that the persons who have a power sufficient to vest the legal estate are authorized by the power to execute a deed necessary for that purpose."

A. H. F. L.

NOTES OF CANADIAN CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

COURT OF APPEAL.

From C. P.]

[Feb. 6.]

MCMASTER V. GARLAND.

Equitable assignment of goods—Seizure by sheriff.

The judgment in this case, as reported 31 C. P. 320, affirmed, ARMOUR, J., dissenting, who thought that although the transactions as set forth had effected good equitable assignments of the *proceeds* of the goods when sold by S. S. & Co. the *legal* right thereto, subject to the liens on the sum to be realized by the sale, still remained in Brennan, and therefore were exigible under a *fi. fa.* against him in the hands of the sheriff, who would hold the moneys arising from a sale thereof for the benefit of the execution creditors, after first paying off the orders given by Brennan on S. S. & Co.

McCarthy, Q.C., and Clements, for appellent.
J. K. Kerr, Q.C., and Allan Cassels, for respondent.

From Chy.]

[Feb. 6.]

BADENACH V. SLATER.

Deed of Assignment—Payment of trustee.

By a deed of assignment made avowedly for the benefit of creditors, it was provided that the

trustee should be paid for his services, and that he should be liable for "wilful default or neglect" only; but made no provision for the payment of privileged liens in full or any equitable valuation of securities held by creditors on the estate of the assignors, and authorized the trustee to sell the real and personal property assigned by auction or private sale, or in portions, for cash or on credit, and generally on such terms and in such manner as he shall deem best or suitable, having regard to the object of the deed.

Held [affirming the judgment of the Court below,] that the deed could not be impeached as a fraudulent preference of creditors within the Act, R. S. O. ch. 118.

Gibbons, for appellent.

Foster, for respondent.

From C. P.]

[Feb. 6.]

HEDSTROM V. THE TORONTO CAR WHEEL CO.

Contract for particular brand of iron.

The judgment in the case, reported 31 C. P. 475, affirmed on appeal with costs.

Bigelow, for appellent.

G. Kerr and Akers, for respondent.

From Q. B.]

[Feb. 6.]

CRATHERN V. BELL.

Promissory notes, undertaking to pay part of.

The judgment of the Court of Queen's Bench, reported 46 U. C. R. 365, affirmed on appeal.

Bethune, Q.C., for the appeal.

Delamere, contra.

From Blake, V.C.]

[Feb. 6.]

STAMMERS V. O'DONOHUE.

Specific performance—Contract evidenced by letters.

The decree of BLAKE, V.C., reported 28 Gr. 207, affirmed on appeal.

O'Donohue, Q.C., for appeal.

J. Bain, contra.