

The conveyance was, upon its face, a voluntary one. An attempt was made at the trial to shew that it was founded upon a bargain, or that it was in consideration of the payment of \$1,165 by the wife to the husband; but that attempt failed, upon the evidence.

There should be judgment declaring that the conveyance of the 27th June, 1916, was fraudulent and void as against the creditors of James Jermyn, deceased, and that the moneys in Court stand in the place of the land. The plaintiff should have his costs against the defendant, and an order for payment thereof out of her share of the moneys in Court.

F. E. SMITH LIMITED v. CANADIAN WESTERN STEEL CORPORATION
LIMITED—LOGIE, J.—APRIL 21.

Contract—Breach—Ear-marked Goods—Waiver — Injunction — Interim Order.—Motion by the plaintiffs to continue an interim injunction granted by KELLY, J., on the 10th April, 1920, restraining the defendants from selling or dealing with certain goods, the subject of a contract between the parties, otherwise than in accordance with the contract. The motion was heard in the Weekly Court, Toronto. LOGIE, J., in a written judgment, said that the injunction should be continued until the trial. *Fothergill v. Rowland* (1873), L.R. 17 Eq. 132, cited for the defendants, was not in point. Here the goods were ear-marked, there they were not. Questions such as whether the plaintiffs had waived the right now claimed to the goods oversize could not be determined on this application—they were for the trial Judge. The trial should be speeded by all parties; costs in the cause. T. N. Phelan, for the plaintiffs. R. S. Robertson, for the defendants.

ROSS v. SCOTTISH UNION AND NATIONAL INSURANCE CO.—
MIDDLETON, J.—APRIL 21.

Pleading—Statement of Defence—Motion to Strike out Paragraphs Raising Issues Tried in Previous Action—Right to Attack Pleading of Defendant on this Ground—Matter to be Determined at Trial.—Motion by the plaintiffs for an order striking out certain paragraphs of the defence, in which it was alleged that the defendants sought to have retried certain issues which, it was said, were already dealt with finally and conclusively in the former action between the same parties: see *Ross v. Scottish Union and National Insur-*