

The land must be sold, and the mortgage collected, or mortgage security realized for the estate, and estate wound up by the plaintiff as administrator of Ralph Nicholson. Defendant must account to plaintiff as administratrix for the money of the intestate or of his estate that came to defendant's hands and for the rents and profits of the land since the date of the conveyance. And for the purpose of ascertaining this there should be a reference to the Master at Bracebridge, who upon the inquiry shall ascertain whether defendant is entitled to be paid for any labour performed, money and goods furnished, and services rendered, as set out in paragraph 4 of the statement of defence, and if so, to what amount; and upon such inquiry the defence of the Statute of Limitations, if applicable, shall be available to either party as to any items on either side.

As to costs, as no moral fraud has been proved against defendant, I will follow the course adopted in *Fry v. Lane* and *Whittel v. Bush*, 40 Ch. D. 324, and not give costs against him. The defendant is to get no costs, but is to bear his own costs except the costs of the day as ordered by Street, J., 10th May, 1901, for the sittings of the Court in May, 1901, at Bracebridge. The plaintiff as administratrix is to be paid her costs, including the costs paid by her to defendant, out of the estate. Costs of reference reserved.

MACMAHON, J.

DECEMBER 15TH, 1903.

WEEKLY COURT.

ORILLIA EXPORT LUMBER CO. v. BURSON.

Bankruptcy and Insolvency—Assignment for Benefit of Creditors—Assignee—Solicitor for Preferred Creditors—Appointment—Approval—Application to Remove—Injunction—Solicitor for Estate Partner of Assignee—Debtor of Estate.

Motion by the plaintiffs, creditors of George Wilson & Co., insolvents, for an order for the removal of the defendant from the office of assignee for the insolvents under an assignment for the general benefit of creditors made pursuant to the Assignments Act, and restraining defendant from entering into any contract with any person for the sale or disposal of the assets of the estate of the insolvents, or from settling or admitting the claim of the Quebec Bank as preferred creditors of the estate, or from acting as assignee, upon the grounds that the defendant is a nominee of the bank, and solicitor for the bank; that the defendant's partner, whom he employs as