

R. WEDDELL & CO. v. LARKIN AND SANGSTER—CLUTE, J.—
JUNE 8.

Contract — Work and Labour — Sub-contract — Sub-contractors Bound by Provisions of Main Contract—Items of Claim and Counterclaim—Findings of Fact—Reference—Costs.]—The plaintiffs brought this action to recover moneys alleged to be due for work done under a sub-contract, dated the 16th April, 1910, between them and the defendants, who were contractors with the Dominion Government for the construction of a section of the Trent Valley Canal. There was also a counterclaim by the defendants. The action and counterclaim were tried without a jury at Belleville. The principal question involved in the action was, whether, under the terms of the plaintiffs' sub-contract, they were bound by the provisions of the defendants' contract with the Government. This and other questions of fact arising were considered by the learned Judge in a written opinion of some length, and decided in favour of the defendants, with the exception of one item. Judgment directing a reference to ascertain the amount to which the plaintiffs are entitled for the portion of work done under a certain letter of the 25th July, 1913, subsequent to that date, and not paid for, and also to ascertain the amount due to the defendants under their counterclaim. Except as to the one item, the action is dismissed. Further directions and costs reserved. E. G. Porter, K.C., and W. Carnew, for the plaintiffs. A. M. Stewart, for the defendants.

CANADIAN PRESSED BRICK CO. v. COLE—MIDDLETON, J.—JUNE 9.

Fraudulent Conveyance—Husband and Wife—Intent to Defeat Creditors of Husband—Claim of Creditor against Husband—Contract — Novation — Evidence.]—Action to recover from the defendant George Cole \$1,787.50, the price of bricks supplied to him by the plaintiff company, and to set aside a conveyance of the 24th July, 1914, from the defendant George Cole to the defendant Sarah Cole, his wife, of a house which was substantially his sole asset. The action was tried without a jury at Hamilton. An attempt was made by the defendant George Cole to establish that there was a novation by which the plaintiff company undertook to accept one Methereil as its debtor and to release Cole. This defence was not made out upon the evidence. As to the conveyance to the wife, the learned