The conveyance from W. to H., as also the mortgages from H. to the plaintiffs, were duly registered.

Held, that the plaintiffs, under their registered paper title were entitled to recover, except as to the house and plot, as to which the defendant, by his exclusive possession thereof, has acquired a title under the Statute of Limitations.

C. Robinson, Q.C., for the plaintiffs.
Maclennan, Q.C., for the defendant.

LEE v. PUBLIC SCHOOL BOARD OF TORONTO.

Public Schools—Trustees—Disqualifying contracts—Special case—Mandamus and injunction.

Held, OSLER J. doubting, on a special case, stated on the opinion of the Court of Chancery and transferred by order of a judge thereof to this court, that the fact of the Public School Board of the City of Toronto entering into an agreement with and purchasing their stationery and school supplies from a publishing company and having obtained gas from a gas company and insured their property in certain insurance companies, of which said companies the plaintiff was a stockholder, did not disqualify him as a trustee of the school board and render his seat vacant under 44 Vict. ch., 30, sec. 13, O.

Per OSLER J. that he was not satisfied that this Court could properly entertain the case, no fact being disclosed upon which the court could exercise the jurisdiction of granting an injunction at law under the Act relating to mandamus and injunctions, R. S. O., ch. 52, sec. 30, no wrongful act having been actually done by the school board, but merely an injury to the plaintiff's rights threatened, and that his doubt as to the disqualification arose from the fact of the contracts, especially those made with the publishing company, appearing to him to be rather within the mischief of this act, and that though not disposed to dissent he should feel himself at liberty to re-consider the question more fully should it again be presented in a form in which a binding judgment could be given.

H. J. Scott, for the plaintiff.
Howard, for the defendants.

CHANCERY.

Boyd, C.] [June 1.

FOX v. NIPISSING.
GOODERHAM v. NIPISSING.

Appointment of receiver.

After a decree had been pronounced directing the appointment of a receiver, but before the appointment was completed, the defendant company had made a payment to a creditor, which the petitioner, a judgment creditor, alleged to be a fraudulent preference, and moved for an order that the receiver should contest the question.

Held, that as the payment complained of took place before the actual appointment of the receiver it was more reasonable that those who were interested at that time as parties to the suit, and who objected to what had been done, should in person apply for the appropriate relief.

G. F. Blackstock, for the motion.
Maclennan, Q. C., contra.

Proudfoot, V. C.] [June 14.

KING v. DUNCAN.

Insolvent debtor—Chattel mortgage—Collusion—Judgment on breach of covenant and on common counts—R. S. O., ch. 118.

L. being in insolvent circumstances executed a chattel mortgage to D., who was cognizant of his state; and shortly after the execution thereof, in collusion with the mortgagee, but against an expressed prohibition, made a delivery or pretended sale of the goods to one M., which was contrary to the terms of the mortgage, and the mortgagee sued for breach of the covenant therein, adding the common counts; the mortgage having then three months to run.

Held, that the mortgage and judgment, so far as the covenant was concerned, were void, as being a fraud upon creditors.

The mortgagor was really indebted to the mortgagee upon an account, though the time for payment was extended three months by the mortgage.

Held, that the mortgagee was entitled to retain his judgment on the common counts as there was not any violation of the Act (R. S.