

a creditor upon the estate in the hands of the plaintiff. The action was tried without a jury at Sandwich. SUTHERLAND, J., in a written judgment, set out the facts and referred to the pleadings and evidence. He had, with some hesitation, come to the conclusion that the evidence did not warrant him in finding that the mortgage was made to L. for the purpose of giving him a preference over other creditors or hindering or delaying them in the payment of their claims. If the plaintiff should desire a reference for the purpose of endeavouring to shew that there was in reality not so much as \$1,400 of principal money still due to L. upon the mortgage, he should have a reference to the Master at his risk as to costs. The defendant Annie N., wife of the defendant N., could not be relieved from liability under the mortgage. There was no bona fide sale of N.'s automobile to L.; L. did not pay therefor in cash and by settlement of the existing account, as alleged by him. He had parted with the vehicle and obtained in cash or its equivalent the sum of \$800, which he must pay to the plaintiff for the benefit of N.'s creditors. The account of the defendant L. for supplies furnished to N., \$928.95, filed as a claim against the estate, was an excessive one, and must be reduced to \$401.65. There was some evidence as to a horse and a piece of furniture alleged to have been obtained by L. from N., but not such evidence as would warrant a finding of liability to account therefor. The plaintiff had failed in the most substantial part of his claim, but had succeeded on two points. That was sufficient to warrant the bringing of the action. The plaintiff should have costs against the defendants, fixed at \$100, and there should be no order as to costs otherwise. F. D. Davis, for the plaintiff. E. S. Wigle, K.C., for the defendant Lavoie. A. B. Drake, for the other defendants.

RE HURNDALL AND ZEIGLER—LENNOX, J.—JULY 26.

Vendor and Purchaser—Application under Vendors and Purchasers Act—Declaration that Good Title Shewn—Costs.—Application under the Vendors and Purchasers Act, heard in the Weekly Court, Toronto. LENNOX, J., in a written judgment, said that the authorities cited were not close enough to be of any very great assistance. After a good deal of thought, he had come to the conclusion that, as concerned the question submitted for decision, the vendor had shewn a good title. There should be an order declaring accordingly. It was a matter of some difficulty, and both parties had acted in good faith. Each should bear his own costs. Singer, for the applicant. R. L. Defries, for the respondent.