

Province of Nova Scotia.

SUPREME COURT.

Full Court.]

[Dec. 19, 1896.

HART, Assignee, v. MAGUIRE ET AL.

Assignment for the benefit of creditors—Preferences—Protection of drawers and indorsers of bills, notes, etc.—Discretion of assignee as to time of distribution of assets—Arbitration clause—Provisions of deed sustained as not unreasonable.

A deed of assignment for the benefit of creditors from L.E.H. and E.F.H. to the plaintiff, was made in trust, after paying expenses and three creditors, to whom first preferences were given; (3) to pay certain persons named, being creditors of the assignors, all sums that should thereafter become due to them in consequence of the retirement or payment by them of any bills of exchange or promissory notes, upon which the said parties, at the date of the assignment, were directly or contingently liable with the assignors as drawers, makers, acceptors or indorsers; (4) to divide and distribute the residue among the remaining creditors of the assignors who should have executed the assignment, "at such time or times as the assignee should find convenient," and to pay the surplus to the remaining creditors of the assignors, who should not have executed the deed. The deed also contained a clause under which all disputes and matters of difference existing between the executing creditors and the assignee, were required to be submitted to arbitration.

Held, per TOWNSHEND, J., GRAHAM, Eq.J., and HENRY, J. (MEAGHER, J., dissenting), affirming the judgment of RITCHIE, J., that the provisions of the deed were not of an unreasonable character.

Borden, Q.C., and *Allison*, for plaintiff.

McInnes, for defendants.

RITCHIE, J., }
In Chambers. }

[March 11.

DOMINION COTTON MILLS CO. v. PROVINCIAL EXHIBITION COMMISSION.

Provincial exhibition—Expropriation of lands for—Interim injunction granted, conditions precedent prescribed by Act not having been observed—Acts of 1896, c. 3—Acts of 1891, c. 58, ss. 432 to 437.

Plaintiff applied at Chambers for an interim injunction in an action to set aside proceedings commenced by the defendant to expropriate lands of the plaintiff, and for an injunction to restrain the defendant from entering into said lands and taking possession thereof, and from proceeding further in the said expropriation proceedings.

Defendant's rights depended upon the N.S. Acts of 1896, c. 3, entitled "An Act to provide for an Annual Provincial Exhibition," which, among other