

plank when several safer methods were open to him, without directions from the foreman to use the ladder and without taking care to see that the ladder was safe. *Cripps v. Judge*, 13 Q.B.D. 583, and *Weblin v. Ballard*, 17 Q.B.D. 122, distinguished.

Hagel, K.C., for plaintiff. *T. A. Hunt*, and *W. Ald*, for defendants.

Full Court.]

[June 15.

PRAIRIE CITY OIL CO. v. STANDARD MUTUAL FIRE I.A.S. CO.

Fire insurance policy—Condition requiring notice of loss to be given in writing forthwith.

Appeal from judgment of METCALFE, J., noted, ante, p. 271, dismissed without costs as the court was equally divided; HOWELL, C.J.A., and PERDUE, J.A., being in favour of allowing the appeal, and RICHARDS and CAMERON, J.J.A., of dismissing it.

KING'S BENCH.

Mathers, C.J.]

CANADA SUPPLY CO. v. ROBB.

[May 27.

Fraudulent conveyance—Proceedings to set aside—Sale of land to realize judgment—Affidavits and evidence—Gift from husband to wife made prior to incurring of debt.

1. A motion under rules 742 and 743 of the King's Bench Act for an order to set aside an alleged fraudulent conveyance of land, and for the sale of the land to realize the amount of a registered judgment, is not an interlocutory motion within the meaning of rule 507, and affidavits grounded merely on information and belief are not sufficient to support such motion. *Gilbert v. Endean*, 9 Ch.D. 259, followed.

2. The only proper evidence of the registration of a certificate of judgment is a certified copy of it: *Massey-Harris v. Warener*, 12 M.R. 48.

3. Where the debt for which a judgment was recovered was incurred more than a year after the gift from the debtor to his wife complained of, and it was not shewn that the property conveyed constituted the whole or even a substantial part of the property owned by the debtor at the time, the conveyance should not be held to be fraudulent.

Affleck, for applicant. *Robson*, K.C., and *Bowles*, for defendants.