

judicial decision is to compel additional watchfulness and care for the safety of persons using highways in townships well settled and financially able to do more than was formerly done."

These remarks, as I said before, are especially applicable to this case, and I am, therefore, of opinion that the plaintiff's loss was due to and caused by the defendants' negligence in permitting this road to be and remain dangerously out of repair, and the defendants have made default in their duty to keep it in repair, as required by the statute.

The plaintiff is entitled to recover, and the evidence as to the value of the horse ranges from \$75 to \$150. I think that the plaintiff may well be bound by his notice to the defendants, in which he says that he sustained damages to the extent of \$100.

I will allow \$100 as the value of the horse; the doctor's bill of \$21.50; the bill at the Briscoe House \$8; feed supplied while in the doctor's care \$2; and for the loss of the use of the horse and inconvenience \$20; making a total of \$151.50. I assess the damages at \$151.50; and direct that judgment be entered against the defendants for that amount and costs.

MACMAHON, J.

DECEMBER 28TH, 1908.

TRIAL.

UNION BANK OF CANADA v. SCHECTER.

Bankruptcy and Insolvency — Chattel Mortgage Given by Insolvent—Fraudulent Scheme to Defraud Creditors—Evidence—Findings of Fact—Interpleader Issue Found in Favour of Execution Creditors.

Interpleader issue tried before MACMAHON, J., without a jury, at Perth.

A. E. Fripp, K.C., and W. McCue, Perth, for plaintiffs.
H. A. Lavell, Smith's Falls, for defendant.

MACMAHON, J.:—The execution debtor, Feldman, was indebted to the plaintiffs at the end of December, 1907, on promissory notes in the sum of \$16,860. There was, in addition, an overdraft for some \$210.