

ONTARIO.

SUPREME COURT OF JUDICATURE.

COURT OF APPEAL.

From Co. Ct. York.]

[Sept. 25]

DOULL v. KOPMAN.

Assignments and preferences—Exclusive right of action—R.S.O., c. 124, s. 7 (2)—Release.

A creditor may, after an assignment for the benefit of creditors, and after the execution by him and the other creditors of the assignor of a release of their debts in consideration of the payment of a composition, bring an action in the assignee's name to recover goods fraudulently concealed by the assignor at the time of the assignment.

Such an action may be brought with the assignee's consent in his name without any order under subsection 2 of section 7 of the Assignments and Preferences Act, but without such an order the recovery will be for the benefit of the estate.

Judgment of the County Court of York reversed.

F. J. Roche for the appellants.

J. Shilton and *J. B. McLeod* for the respondents.

From Ch. Div.]

[Sept. 25.]

MCNAB v. CORPORATION OF THE TOWNSHIP OF DYSART.

Municipal corporations—By-law—Road allowance—R.S.O., c. 184, ss. 551, 552.

Where a mill, erected partly on an unused road allowance with the permission of the township council, was afterwards pulled down by their orders, on the ground that the terms upon which the erection had been consented to had not been complied with, no by-law for its removal being passed, the owner was held entitled to damages. The pulling down of the building, if, under the circumstances, justifiable at all, would be so only if authorized by by-law.

Judgment of the Chancery Division affirmed.

Watson, Q.C., for the appellants.

W. Steers for the respondent.

From Co. Ct. York.]

[Oct. 27.]

WEESE v. BANFIELD.

Bankruptcy and insolvency—Composition agreement—Resolution of creditors—Fraud.

A resolution passed and signed by creditors at a meeting called to consider the debtor's position, that the debtor "be allowed a settlement at six, nine, and twelve months, at the rate of twenty-five cents on the dollar, in equal payments,