

There is a palpable absence of good faith in the whole transaction; it is contrary to the spirit and intent of the injunction order; it is contrary to what was necessarily implied upon the adjournment; and it has created an intolerable state of things which I feel I have power to and *ought* to remedy. There will be an order directing the trustees to open the schools not later than Wednesday next, and to maintain and keep them open and properly equipped with properly qualified teachers and in all other ways until argument and judgment in this action; to suffer, permit, and facilitate the return of the ousted teachers to their former positions as teachers; and restraining the Board from interfering with or molesting these teachers in the discharge of their duties as such during the time aforesaid. The order will include the servants, agents, and employees of the defendants, and may contain provisions for notices being sent out by the secretary to the teachers concerned. If the parties cannot agree as to the terms of the order to be issued, I will settle them in the jury-room of the court-house (city-hall), in the city of Toronto, on Monday next, the 14th instant, at 10 a.m., and I will then consider any argument addressed to me as to teachers said to have been engaged before the 5th day of this month. I shall also be prepared to hear argument as to whether the Board should be restrained from giving notice terminating the engagements pending the judgment, except upon leave of the Court.

HODGINS, J.A.

SEPTEMBER 11TH, 1914.

BASSI v. SULLIVAN.

Alien Enemy—Right of Action in Time of War—Resident Alien "in Protection"—Qualifications—Royal Proclamation—Inquiry as to Conduct and Status of Plaintiff—Stay of Proceedings pending Inquiry—Interim Injunction Restraining Sale under Chattel Mortgage—Qui tam Action—Simple Contract Creditor of Mortgagor—Dissolution of Injunction.

Motion by the plaintiff to continue an interim injunction.

W. R. Smyth, K.C., for the plaintiff.

R. McKay, K.C., for the defendants.

HODGINS, J.A.:—The plaintiff, who holds an unregistered chattel mortgage, dated the 18th May, 1914, on the stock in trade