

not be proper, on an application of this kind, to attempt to determine such questions. Notice of any agreement or agreements between the plaintiffs or any of them and the defendant Bunker was expressly denied by the defendant Haines. The plaintiffs' attack appeared to be one in the main directed against Bunker, and an alleged improper control and manipulation of the company and its affairs by him, to the detriment of the plaintiffs. The notice of this motion was served on the 25th June; and, while it was stated upon the argument that some negotiations for settlement had been carried on between the parties for a considerable portion of the time intervening between the commencement of the action and the launching of the motion, it did not appear that the plaintiffs had themselves thought the matter of obtaining an injunction an urgent one. On the material it was impossible to make the order asked. It might well be apprehended that an injunction order would work to the prejudice of all parties concerned. Motion refused: costs to the defendants, unless otherwise ordered by the trial Judge. R. McKay, K.C., for the plaintiffs. A. W. Anglin, K.C., for the defendant Haines. Frank Denton, K.C., for the other defendants.

---

AULT V. GREEN—SUTHERLAND, J.—JULY 18.

*Deed—Conveyance of Land—Security to Surety for Grantor's Indebtedness to Bank—Absence of Fraud—Declaratory Judgment—Costs.*—Action by the assignee of a judgment recovered against the defendant Green to set aside, as voluntary, fraudulent, and void, a conveyance of land made by the defendant Green to the defendant McCormick. The defendant McCormick pleaded that the deed was made to secure him for moneys advanced to the defendant Green and against his liability on certain notes endorsed for the accommodation of Green, and that, upon payment of the notes so endorsed and held by a bank, he was prepared to reconvey the lands to his co-defendant. The action was tried without a jury at Ottawa. At the opening of the trial, the plaintiff moved for judgment on the admissions contained in the depositions of the defendant McCormick on examination for discovery; and the plaintiff also intimated his willingness to withdraw any allegation as to fraud. SUTHERLAND, J., in a written judgment, set out the facts, and pronounced judgment amending the statement of claim and declaring that the deed, though in form absolute, was a security in the hands of the defendant McCormick to the extent of the