

placed his property in the name of another in order to defraud his creditors; that the wife had an interest in the property which could be made available to her creditors for the payment of her debts, and that the conveyance from her was made with intent to defeat, delay, and prejudice her creditors, and that as the evidence shewed she was unable to pay her debts in full, it fell within the provisions of 48 Vic ch. 26, sec. 2, (O), and was void. *Johnson v. Uline*, 129.

2. *Prior mortgage set aside by creditor—Priority of subsequent bona fide mortgage—Subrogation—Costs—Salvage.*—As a general rule the doctrine of subrogation does not apply in favour of a party who has not paid money or given something in satisfaction or extinguishment of a security, claim, or demand, or partly so, or who has not paid something by way of getting in a security, or the like.

The plaintiff, an execution creditor against lands, brought an action to set aside as fraudulent, two mortgages of real estate made by his execution debtor and succeeded as to the first. the action being dismissed as to the second mortgage. The lands were sold but did not realize enough to pay the plaintiff and the second mortgagee. The plaintiff then claimed to be entitled by his diligence to priority for his execution over the second mortgage to the extent of the mortgage to set aside as fraudulent.

Held, that he was not entitled to any such priority as to his execution, but that his costs as between solicitor and client over and above his costs as between party and party, and such of the latter costs as might not be realized from the defendants (other

than the second mortgagee) were a first charge on the fund as in the nature of salvage. *Coursolles v. Fookes*, 691.

FRAUD AND MISREPRESENTATION.

Temperance Colonization Society—Sale of lands—Rescission on ground of misrepresentation.—See CONTRACT, 2.

FRAUDULENT PREFERENCE.

Sale of debtor's property—Note for purchase money endorsed to favoured creditor—Innocent purchaser.—See BANKRUPTCY AND INSOLVENCY, 2.

FREE GRANT LANDS.

Crown patent—Pine timber—Right to.—See CROWN PATENT, 2.

GUARANTEE.

Bond—Revocation—Principal and surety.—See PRINCIPAL AND SURETY, 1.

HUSBAND AND WIFE.

1. *Breach of promise—Evidence—Corroboration—R. S. O. (1887), ch. 61, sec. 8.*—In an action for breach of promise of marriage, the plaintiff swore to the promise, and the defendant denied it, and alleged that the plaintiff had been his mistress, which she denied. Witnesses were called on her behalf who shewed that the parties were of the same social rank; that there was nothing unreasonable or improbable in their becoming en-