

gages out of his hands in order to defeat the claims of his wife, from whom he had separated, and who had brought the action for alimony against him. The wife's judgment was recovered on the 19th June, 1912; and the conveyance and assignments to the appellant were dated the 3rd December, 1912. These deeds were made to carry out the plan which the husband had in contemplation; and the result of the whole of the transactions was to divest the husband of everything he possessed which had been available to creditors.

The stories told by the appellant and by Henry Karch as to the source from which came the money said to have been paid to the husband by them, were very improbable; they were disbelieved by the trial Judge, who saw and heard the witnesses, and who came to the conclusion that the impeached transactions were colourable and fraudulent; he was also of opinion that, even if the expressed considerations had actually passed, the intent of the husband and of the appellant and Henry Karch was to defeat, hinder, delay, and defraud creditors; and with these conclusions the Court agreed.

Appeal dismissed with costs

FIRST DIVISIONAL COURT.

JULY 4TH, 1917.

*CLARKSON v. DOMINION BANK.

Banks and Banking—Securities Taken by Bank from Manufacturing Company—Bank Act, 3 & 4 Geo. V. ch. 99, secs. 88, 90 (D.)—Insolvency of Company—Validity of Securities—Promissory Notes—Negotiation—Substitution or Consolidation—Goods Manufactured by Company—Goods Dealt in by Company, Manufactured by Others—Written Agreements to Give Securities—Time of Negotiation of Notes—Land-mortgages—Previous Agreement to Execute—Validity—Evidence—Findings of Fact of Trial Judge—Appeal.

Appeal by the plaintiffs from the judgment of SUTHERLAND, J., 37 O.L.R. 591, 11 O.W.N. 2.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, HODGINS, and FERGUSON, J.J.A.

Sir George Gibbons, K.C., and J. B. Davidson, for the appellants.

D. L. McCarthy, K. C., and A. W. Langmuir, for the defendant bank, respondent.