Held (O'CONNOR, J. dissenting), that the agreement could not be construed as an absolute grant of the pine trees suitable for the business of the grantees, subject to a *covenant* by them to cut and remove the trees within ten years; *but* that it was a grant of the pine subject to the *condition* that the timber and logs should be cut and removed off the property on or before the 4th day of April, 1884.

Held, also, that this condition applied as well to trees severed before as to those severed after the expiration of the term.

Held, *per* O'CONNOR, J., that the case was within the meaning of the law as decided by the court in the case of *McGregor* v. *McNeill*, 32 C. P. 538, and that the defendant was the absolute owner of the timber, with an affirmative license to cut and remove the same, which the vendor could not revoke, although the time within which the timber was to be removed had expired, though the vendor might have other remedies.

Pepler, for motion.

Strathy, Q.C., contra.

RIVER STAVE CO. v. SILL.

A company incorporated in Michigan, while insolvent had given a mortgage on chattels in Ontario to defendant, a Michigan creditor, to secure previous cash advances made to the company under verbal promises by two directors that security would be given. The effect was to delay and prejudice other creditors and give defendant a preference over them.

Held, under 48 Vict. ch. 26 (O.), that without regard at all to any questions of *bona fide* pressure or knowledge of the company's position by its officers or defendant, the effect alone of the transaction voided it.

Held, also, that the mortgage was not given in pursuance of any antecedent contract or promise of the company; but even so, it could not be upheld, because not shown to have been given for a money advance made in the *bona fide* belief that it would enable the debtor to carry on and pay in full.

Held, also, that the property mortgaged being in Ontario, the transaction was governed by its laws, without regard to those of Michigan.

Aylesworth, for the motion.

Douglas, Q.C., contra.

IN BANCO.

MCMICHAEL ET AL. v. GRAND TRUNK RY. CO.

Plaintiffs' horses, because of insecure fastening of the gates at the farm crossing, got through the gates and were killed on the railway track by a passing train.

Held, that the contention that by reason of the continual user by plaintiffs, without complaint, of the defective fastenings, they had adopted them as sufficient, and could not complain, was not well founded, but defendants were bound to see the fastenings were sufficient.

47 Vict. ch. 11, sec. 9, commented on.

McMichael, Q.C. for plaintiff.

W. Nesbitt, contra.

MASTERS v. THRELKELL.

Covenant—Proviso for acceleration of time for payment.

A covenant that one half of the surplus proceeds of goods transferred by a debtor to his surety after deduction of liabilities should be paid to the debtor by the surety by his promissory note at two years, with a proviso that should the defendant or the firm of T. & S., of which the defendant was a member, dispose of their business, or make an assignment for the benefit of creditors, the note should become due. S. retired from the business, and transferred to the defendant all his interest therein.

Held, that the time of payment of the note was not by that means accelerated.

Lash, Q.C., for motion.

Geo. Bell, contra.

MITCHELL v. CITY OF LONDON INSURANCE CO.

G. insured a tug while navigating the rivers Sydenham, St. Clair, Detroit and Thames, and Lake St. Clair, loss, if any, payable to M. as his interest may appear. At the time the insurance was effected the tug was libelled in the American Admiralty Court, and to avoid the claim therein, he used the proceedings of the