

The learned Judge was also of opinion that the interest of Doran in the policy was not shewn to have been something which could have been reached by the process of equitable execution in his lifetime; and it was not exigible under the writ of execution; therefore it was not "personal property" to which the Fraudulent Conveyances Act applied; and so the claim of the execution creditors failed, even if there was any "conveyance" of it, or of his interest in it, by Doran, within the meaning of that Act—and there was no such conveyance, in the view of the learned Judge.

There was no attempt to shew any fraudulent payment of premiums, and the amount paid after the recovery of the judgment was trifling; therefore sec. 171 (1) of the Insurance Act was another answer to the creditors' claim.

There should be an order for payment of the money out of Court to Elizabeth Fullerton; her costs of the motion to be paid by W. L. McKinnon & Co.

MASTEN, J.

MARCH 15TH, 1919.

CANADIAN STEAM BOILER EQUIPMENT CO. v.
MACGILCHRIST.

Patent for Invention—Patentable Combination—Definite Result—Validity — Infringement — Injunction — Claim for Conspiracy—Restraint of Trade—Covenant of Servant not to Engage in Specified Business for 5 Years after Termination of Employment—Prohibition too Wide as to Territory—Refusal to Enforce.

Action against Robert MacGilchrist and John Collins to enforce the plaintiffs' rights in respect of a patent for an alleged new and useful improvement in shaking and dumping grates, and for other relief.

Against the defendant MacGilchrist the plaintiffs alleged infringement, and sought an account of profits, damages, and an injunction.

Against both defendants the plaintiffs sought damages for conspiracy.

Against the defendant Collins the plaintiffs claimed damages for breach of a covenant, entered into at the time of Collins's employment by the plaintiffs, by which Collins undertook not to enter into the grate-bar business for 5 years after leaving the plaintiffs' employment.