M., a merchant, who was in insolvent circumstances, and had purchased largely from defendants, started an account with the defendants as for cash due, in which were included some acceptances maturing, which were then delivered up to him, he receiving a buyer's discount of five per cent. By an arrangement, the defendants recovered judgment by default of appearance, and under an execution issued on the same day plaintiff's stock in trade was sold by the sheriff, the defendants becoming purchasers. E., the defendant's agent, wrote to the defendants before suit, that he had arranged with M.'s consent to issue a writ for judgment, and take everything, and they would then let M. go on and reduce his stock, and see what the Spring trade would do. The plaintiffs, ten days after, obtained judgment and execution under Rule 324, and the defendants having subsequently purchased the goods under these and other executions, an interpleader was directed.

*Held*, ARMOUR, J., dissenting, reversing the judgment of Armour, J., at the trial, that the defendants' judgment, execution, and purchase at the sheriff's sale were not a gift conveyance, assignment, or transfer of M.'s goods within the meaning of R. S. O. ch. 118, sect. 2.

Per CAMERON, J.—The statute R. S. O. ch 118, should be construed strictly. It is in derogation of the common law, and does not operate to give all the creditors of a debtor a rateable share in his effects. Before setting aside the debtor's preference for a legislative preference not more honest, it should be clear that the debtor has done something which brings him within the enumerated acts which the statute prohibits.

---

HENEBERG v. TURNER.

*Foreign judgment, action on—Rule 322—Motion for judgment—Evidence.*

The defendant in an action on a judgment obtained in Iowa, U. S. A., pleaded, denying the recovery of the judgment. Upon a motion for judgment under Rule 322, upon the pleadings verified by affidavit, and the production of an exemplification of the judgment,

*Held*, affirming the opinion of the Master, that judgment could not be ordered on these materials under Rule 322, the defendant having put the judgment distinctly in issue.

In proceeding under this Rule 322, it is not sufficient to produce a document on which the plaintiff relies, without any proof to connect the defendant with it or support its genuineness.

---

SCRIBNER v. MCLAREN ET AL.

*Stock-in-trade—Sale—Vendor employed as clerk—Immediate delivery—Change of possession—Chattel Mortgage Act—R. S. O. ch. 119.*

M. carried on a retail business in a village store, on the premises known as the "Star House," from a design over the door, but there was nothing to indicate who was the proprietor. He sold the stock-in-trade to the plaintiff in August, and formally handed over to him the keys, at the same time telling M., his clerk, that he would not require him any longer. The plaintiff gave one key to M., telling him to open the store next morning, which he did, but the plaintiff next day quarrelled with M. and dismissed him, and he then employed M. until the 1st of October, to act as salesman, etc., the plaintiff being at the store a good part of the time. The change of business was advertised, and became well-known in the neighbourhood, and new books were opened by the plaintiff.

The stock was seized on the 2nd October, under execution against M. The transaction was found to have been in good faith and for valuable consideration.

*Held*, that the question of change of possession is one of fact to be determined on the circumstances of each case, and (reversing the decision of Osler, J.,) that there was here such an actual and continued change of possession as to dispense with the necessity for a bill of sale. Hagarty, C. J., dissenting.

Per HAGARTY, C. J.—The question being one of fact, and the learned Judge having found as a fact that the change of possession was not actual and continued, his finding should not be disturbed, as it could not be said to be clearly wrong.

---

HESSIN v. BAINE.

*Married woman—Separate estate—Separate trader.*

B. told the plaintiff that having failed he was unable to carry on business in his own name, and ordered goods to be shipped to the defendant, his wife, who was carrying on business as a