The plaintiff purchased the demised premises with notice of the agreement, or so-called parol demise, which had been registered; and he, therefore, stands in the shoes of his assignor as to any rights or equities which could have been specifically enforced against the land itself while in the hands of his assignor. . . . The Court would, or at least might, have adjudged specific performance of the agreement, and compelled the granting of a proper lease with a proper covenant of renewal which would have run with the land. And the land in the plaintiff's hands cannot, under these circumstances, and the law, as I understand it, escape from this obligation simply because, when he purchased, the agreement lacked a seal—which, after all, is the whole argument.

The appeal should be dismissed with costs.

SEPTEMBER 20TH, 1911.

*STECHER LITHOGRAPHIC CO. v. ONTARIO SEED CO.

Assignments and Preferences—Chattel Mortgage—Assignment of Book-debts—Money Advanced to Insolvent Company to Pay one Creditor—Preference—Intent to Hinder and Delay—13 Eliz. ch. 5—Assignments and Preferences Act, sec. 2, sub-sec. 1.

Appeal by the defendant Adam Uffelman from the order of a Divisional Court, 22 O.L.R. 577, 2 O.W.N. 503, varying the judgment of TEETZEL, J.

The appeal was heard by MOSS, C.J.O., GARROW, MACLAREN, MEREDITH, and MAGEE, JJ.A.

Sir George C. Gibbons, K.C., and H. J. Sims, for the appellant.

M. A. Secord, K.C., for the plaintiffs.

The judgment of the Court was delivered by MEREDITH, J.A.: —No reasonable fault can be found with the findings of the trial Judge, upon the evidence adduced by the parties at the trial before him. The effect of such findings is, as I understand them, that the transaction in question was really that of Jacob Uffel-

*To be reported in the Ontario Law Reports.