

mortgage, has agreed to extend the time for payment of the said mortgage for five years from the 19th April, 1911, with interest at 6 per cent. per annum, payable annually thereon. I do not think it is necessary or expedient, on the material before me, to make this order. The parties can very well be left to make such an arrangement between themselves, if it is so desired.

I am also asked by the said consent to make an order vesting the lands and premises in the plaintiff, subject to the said mortgage. I do not think that, upon the material before me, it is necessary for me to consider whether I can make such an order.

The parties have agreed that there shall be no costs to either party, and I therefore make no order as to costs.

BOYD, C.

OCTOBER 25TH, 1911.

D'AVIGNON v. BOMERITO.

Assignments and Preferences—Chattel Mortgage Made by Insolvent—Security for Current Promissory Note and Moneys Advanced to Satisfy Execution—Assignment for Benefit of Creditors within one Month after Chattel Mortgage Given—Action by Assignee—Onus—Assignments Act, sec. 5(4)—Preferential Payment—Account of Proceeds of Goods Sold.

An action by the Sheriff of Essex, assignee for the benefit of creditors of the estate and effects of James Bomerito, an insolvent trader, to set aside a chattel mortgage given by the insolvent to his father, the defendant, and for a declaration that the money realised by the sale of the chattels belonged to the estate of the insolvent.

A. B. Drake, for the plaintiff.

F. C. Kerby, for the defendant.

BOYD, C.:—The defendant's son, being in the fruit business, was burnt out, and the father, defendant, advanced \$500 to set him going again, and took a note at the time for the amount, dated the 10th January, 1910, and payable in a year. In November, judgment was recovered by Schiappacasse, and execution put in the Sheriff's hands on the 2nd November, 1910, which was settled by \$400 paid by the defendant for the son on the 4th November, and on the same date a chattel mortgage for the two