

donk, contra. The Court were of opinion that the injury did not arise from neglect of any duty cast on defendant Onderdonk by the nature of the work itself or by the contract between the parties. Clifford could not recover from Onderdonk, nor therefore could his employee. Motion dismissed with costs.

Clarkson v. Stark.—Before Meredith, C.J., and MacMahon, J.—Chattel mortgage—Sale by mortgagee without leave—Order for the return of the goods.—C. Elliott, for defendant Charlotte H. Stark, appealed from judgment of Meredith, J., directing the recovery of the goods in question from this defendant by the plaintiff, the liquidator of the Charles Stark Company. The liquidator sold the stock of goods of the company to Charles Stark, and took back a mortgage on them for balance of purchase money. Afterwards Charles Stark sold \$3,000 worth of goods to his daughter, this defendant, which were separated from the rest of the stock and placed in a room in the building where the business was carried on. The moneys paid for the goods represented moneys which, it was contended, were paid by the defendant C. H. Stark to her co-defendant, and by him paid to the liquidator. Counsel contended that such a sale was not contrary to the terms of the chattel mortgage, and that chattel mortgage was not valid, and this defendant was entitled as a creditor. J. J. Scott (Hamilton), for plaintiff, contra. Appeal dismissed with costs.

Martin v. Sampson.—MacMahon, J.—25th April.—Fraudu-

lent conveyance—Chattel mortgage—Defective affidavit of bona fides—Entry into possession since Act of 1892.—Judgment in action tried without a jury at Hamilton. Action by assignee for benefit of creditors of defendant Angus to set aside as fraudulent and void against creditors a chattel mortgage made by defendant Angus when insolvent to defendant Sampson. The mortgage was a valid one between the parties, the amount secured being an advance by way of loan, but the affidavit of bona fides was sworn to five days before the money was actually paid over. There was no written agreement binding the mortgagee to make the advance, the consideration being paid solely on the strength of the mortgage having been executed, and that it was a valid and sufficient security. Held, that the affidavit of bona fides was not true, and the mortgage was thereby rendered invalid. Marthinson v. Patterson, 19 A. R. 188, distinguished. The mortgage, being invalid, could not, since the Act of 1892, be validated by the mortgagee taking possession of the goods: Clarkson v. McMaster, 25 S. C. R. 96. Judgment for plaintiffs without costs for the sum of \$1,000 (representing the goods covered by the mortgage), paid into the Bank of Hamilton, with accrued interest, if any. J. J. Scott (Hamilton), for plaintiff. H. Cassels for defendant Sampson. Waddell (Hamilton), for defendant Angus.

Macdonell v. Hayes.—Before Winchester, Master.—The 28th April.—Judgment debtor—Examination of transferee—Rule 928.—W. C. McCarthy, for plaintiff, moved for order to examine