

which arose directly from his neglect: *Wright v. Child* (1866), L.R. 1 Ex. 358.

The defendant Pierce, knowing the capacity in which the sheriff was acting, and that to sell as "about 300 logs" some 4,000, would be a breach of duty and would operate as a fraud on the creditors, was not a bona fide purchaser for value without notice, and was liable with the sheriff for the damages which the plaintiffs and the creditors had suffered.

The measure of damages was the difference between what the logs sold for and what they would have sold for if they had been properly advertised and the purchaser had known what he was buying. The value of the logs in the woods was 60 cents per log. If any party was dissatisfied with this assessment, that party might have a reference at the risk of costs.

There should be judgment for the plaintiff against both defendants for \$2,400 and costs. Otherwise no costs.

The defendant Pierce was not entitled to relief over against the sheriff.

LENNOX, J.

MARCH 31ST, 1917.

*TAYLOR v. DAVIES.

Assignments and Preferences—Assignment for Benefit of Creditors—Assignments and Preferences Act—Sale by Assignee of Lands of Insolvents to Inspector of Insolvent Estate—Non-compliance with Provisions of Act—Position of Inspector—Trustee—Sale Set aside—Limitations Act—Laches.

Action by Isabella Taylor, as a creditor of Taylor Brothers and as devisee, legatee, and executrix under the will of George Taylor, to set aside a conveyance, dated the 10th February, 1902, of 114 acres of land, by the defendant Clarkson, assignee for the benefit of the creditors of Taylor Brothers under a general assignment dated the 14th June, 1901, to the defendant Robert Davies, who died during the progress of the trial of the action. The action was then properly revived in the names of his personal representatives. He held a mortgage upon the land at the time of the sale to him. The sale was made at \$45,000.

The action was tried without a jury at Toronto.

Wallace Nesbitt, K.C., M. K. Cowan, K.C., and Christopher C. Robinson, for the plaintiff.