

THE COURT varied the order by directing that the motion for the interim injunction should be adjourned until the trial of the action; costs of the motion and appeal to be costs in the cause, unless otherwise ordered by the trial Judge; both parties to expedite the trial.

HIGH COURT DIVISION.

ORDE, J., IN CHAMBERS.

NOVEMBER 29TH, 1920.

*RE CROTEAU & CLARK CO. LIMITED.

Bankruptcy and Insolvency—Petition in Bankruptcy Followed by Receiving Order—Voluntary Authorised Assignment Made between Date of Service of Petition and Date of Receiving Order—Ineffectiveness—Bankruptcy Act, 1919, sec. 3(a), 4(1), (6), 9.

Motion by the Canadian Credit Men's Association, as receivers, for an order directing the London and Western Trusts Company to deliver possession of the estate of the debtors, the Croteau & Clark Company Limited, to the applicants.

A. W. Ballantyne, for the applicants.

H. S. White, for the London and Western Trusts Company.

ORDE, J., in a written judgment, said that on the 1st November, 1920, Nisbet and Auld Limited filed a petition in bankruptcy against the Croteau Company, an incorporated company, carrying on business as general merchants at Essex, Ontario. Notice of hearing of the petition was given for the 11th November, 1920, and the petition and notice were served on the debtors on the 2nd November, 1920. On the 11th November, no one appeared for the debtors, and a receiving order was made, adjudging the debtors bankrupt, and appointing the present applicants receivers of the estate. When the receivers proceeded to take possession of the assets of the debtors, they found the London and Western Trusts Company in possession, under what purported to be an authorised assignment under the Bankruptcy Act, which the debtors had made to them, as authorised trustees, on the 8th November, 1920. The trusts company had taken charge and called a meeting of creditors for the afternoon of the 17th November, 1920. This motion was then launched.

The trusts company urged that, as sec. 9 of the Bankruptcy Act, 1919, provides that "an insolvent debtor may, at any time