

Williams v. Dominion Permanent Loan Co., 1 O. L. R. 532, and Lee v. Canadian Mutual Loan Co., already referred to.

Plaintiffs on 17th August, 1904, received \$1,325 under a policy of insurance on the property covered by the mortgage. This they did not apply on the mortgage, but retained in their hands as collateral security for the loan. The money has been unproductive, but they charge themselves with 4 per cent. on it. It is quite clear from Edmunds v. Hamilton P. and L. Society, 18 A. R. 347, that plaintiffs are entitled to take the position they do, notwithstanding R. S. O. 1897 ch. 121, sec. 4. Moreover, defendant has never even asked that the money should be appropriated in any way.

It was contended that C. A. Douglas, who was both plaintiffs' manager and local agent of the insurance company, was also agent of the defendant. This, assuming it to be of importance, is not borne out by the evidence.

I therefore find that the account should be taken in the manner contended for by the plaintiffs.

TEETZEL, J.

APRIL 22ND, 1905.

CHAMBERS.

WENDOVER v. NICHOLSON.

*Fraudulent Conveyance—Summary Application to Set aside—Evidence—Burden of Proof—Local Judge—Jurisdiction—Residence of Solicitors.*

Appeal by defendant and Rachel H. Ryan from order of local Judge at Bracebridge, in Chambers, upon an application by plaintiff under Rules 1015-1020, directing a sale of lands transferred by defendant (judgment debtor) to Rachel H. Ryan, to satisfy plaintiff's judgment.

R. D. Gunn, K.C., for appellants.

O. M. Arnold, Bracebridge, for plaintiff.

TEETZEL, J.:—I am of opinion that the order appealed from should not have been made. The affidavits in support of the motion do not contain any evidence that the conveyances sought to be impeached were void as being made to delay, hinder, or defraud plaintiff or other creditors of defendant Edward Nicholson. The affidavits simply prove plaintiff's judgment and the fact that the conveyances in question were made after such judgment and before execution.