

himself and the defendants executed to them a bill of sale of his stock in trade pursuant to an agreement made with them nearly four years previously to give it whenever required, they advancing to him upon the faith of the agreement a sum of money for use in his business and giving him a line of credit. Shortly after executing the bill of sale he made an assignment for the benefit of his creditors under c. 141, C. S. 1903:—

*Held*, 1. In a suit by the assignee, that the giving and filing of the bill of sale having been postponed until the debtor's insolvency in order to prevent the destruction of his credit, the agreement was a fraud upon other creditors, and that the bill of sale should be set aside.

2. Delivery of the stock in trade by the trade to the defendants subsequently to the execution of the bill of sale, did not assist their title, s. 2 of c. 141, C.S. 1903, applying.

A preferential transaction falling within the provisions of c. 141, C. S. 1903, may be impeached at the instance of creditors, where the debtor has not made an assignment.

Where after the commencement of a suit by creditors to set aside a bill of sale, as constituting a fraudulent preference under c. 141, C.S. 1903, the grantor made an assignment for the benefit of his creditors, the assignee was added as a plaintiff.

*Teed*, K.C., and *Tilley*, for plaintiffs. *Earle*, K.C., and *Kelley*, for defendants.

## Province of Manitoba.

### COURT OF APPEAL.

Full Court.]

DEAN v. LEHBERG.

[June 9.

*Executors and administrators—Remedy against estate for work done for administrator.*

The plaintiff's claim was for work and services performed at the request of the defendant on a farm belonging to the estate of Ada Louise Lehberg, deceased, of which her husband, the defendant, had taken out letters of administration. The services were all performed after the death of Mrs. Lehberg; but her