

tiffs, who were one of the execution creditors, claimed that certain of the other judgments against the defendant were fraudulent and collusive; and, while the interpleader summons was pending, they obtained an order for the examination of the defendant, the judgment debtor, under section 47 of the C.L.P. Act, 1854.

Upon the examination, plaintiffs' counsel sought to interrogate the witness as to the nature of his dealings with the other execution creditors, whose judgments plaintiffs claim were fraudulent, and as to the indebtedness on which these judgments were obtained; but on the advice of the counsel defendant refused to answer such questions, on the ground, as stated in the examination, that the examination was only upon an interlocutory motion, and it must be confined to that motion.

Ordered, that the judgment debtor must attend again for examination at his own expense. The plaintiffs to have the costs of the application.

*Haggart* for the plaintiffs.

*Cameron* for the defendant.

TAYLOR, C.J.]

[Nov. 3.]

REGINA v. LE BLANC.

*Criminal law—Address of counsel to jury—Practice in case of defence calling no witnesses.*

Autumn assizes for the Eastern Judicial District. The prisoner was indicted for murder. After the case for the Crown was closed

*Bonnar*, for the prisoner, called no witnesses.

*Howell*, Q.C., for the Crown, drew the attention of the court to s. 661 of the Criminal Code, s-s. 2.

*Held*, that in spite of the provision the meaning of the section was that in such a case as the present counsel for the defence should address the jury last.

Mr. Howell accordingly addressed the jury, and was followed by Mr. *Bonnar*.

DURUC, J.]

[Nov. 25.]

CLIFFORD v. LOGAN.

*Interpleader—Chattel mortgage—Mortgage of crop to be grown—Effect of as against prior execution—Mortgage not under seal valid—Omission in affidavit of bonâ fides.*

Autumn assizes, Portage la Prairie.

Interpleader issue. Defendant on August 8, 1892, placed a writ of execution *de bonis* in the hands of the sheriff against Elizabeth Huntley. On March 23rd, 1893, Huntley executed in favour of plaintiff a chattel mortgage of the entire crop of whatever description then sown or to be sown within the year 1893 on certain lands; this mortgage was duly filed and registered on March 31st, 1893. R.S.M., c. 20, s. 4, provides that "a mortgage of personal property made, executed, and filed in accordance with the provisions of this Act shall, if therein so expressed, bind, comprise, and apply to growing crops and crops