

Boyd, C.]

[March 11.]

ONTARIO BANK v. MERCHANTS BANK OF HALIFAX.

*Interpleader—Security for goods—Sole bond of chartered bank.*

The sole bond of a chartered bank, the claimant of the goods in question in an interpleader, is sufficient security for the forthcoming of the goods; it is not necessary to procure sureties, nor to give proof by affidavit of the responsibility of the bank.

Glyn Osler, for plaintiffs. J. F. Smellie, for defendants.

Lount, J.]

McCOLLUM v. CASTON.

[March 11.]

*Action—Compromise—Setting aside—Summary application—Fresh action—Mortgage.*

A motion by the plaintiff in a mortgage action to change the relief sought from sale to foreclosure, was opposed on the ground of an agreement for a compromise, under which money had been paid to the plaintiff.

*Held*, that the motion was virtually one to set aside the agreement, and this could not be done upon a summary application in the present action, but a fresh action must be brought.

W. E. Middleton, for plaintiff. H. E. Caston, for defendants.

Lount, J.]

EAVES v. NESBITT.

[March 12.]

*Costs—Security for—Public officer—Police sergeant—Information.*

*Held*, that the defendant, a police sergeant, laying an information against a cab-driver for using obscene and grossly insulting language, was an officer or person fulfilling a public duty, and acting in the performance of such public duty within the meaning of R.S.O. c. 88, s. 1, and was therefore entitled under R.S.O. c. 89 to security for costs of an action brought against him by the cab-driver for falsely and maliciously laying such information.

J. H. Moss, for plaintiff. D. L. McCarthy, for defendant.

Boyd, C.]

McLAUGHLIN v. STEWART.

[March 13.]

*Mortgage—Action for foreclosure—Parties—Irregularity—Appeal from report.*

An action for foreclosure and possession was begun by a mortgagee against the mortgagor and a tenant of the latter in possession. The tenant entered an appearance disputing the amount, and pending the action the mortgagor dispossessed her by other means. Judgment by default was obtained by the plaintiff against the mortgagor, without taking any notice of the tenant.