The action was tried before DUBUC, J., who entered a verdict for the full amount claimed.

The defendants then appealed to the Full Court, asking that a nonsuit be entered.

Held, that the plaintiffs were entitled to recover from the defendants whatever amount they would have been entitled to recover from Bell Bros. under the circumstances, but that the verdict should be reduced to $933, because although the plaintiffs had by mistake paid $1,500 more than they intended to pay at the time, yet they were only entitled to retain $1,500 out of the loan to complete the building, besides $33 for the costs, so that the sum which Bell Bros. would have been entitled then to receive, and which it would not have been inequitable for them to retain if received, was $1,067, and the excess over his paid was only $933.

Chambers v. *Miller*, 13 C.B.N.S. 125, distinguished.

Appeal dismissed with costs, but verdict reduced to $933.

Atkins, Q.C., and *Dawson* for the plaintiffs.

Ewart, Q.C., and *Wilson* for the defendants.

Full Court.] [July 22.

MACDONALD *v.* G.N.W. CENTRAL R.W. CO.

Sheriff's interpleader—Delay in application for—Defending action by claimant not necessarily a bar—Ambiguous claim.

Appeal from judgment of TAYLOR, C.J., noted *ante* page 366.

Decision affirmed, and appeal dismissed with costs.

Held, also, that the notice given to the sheriff in August, 1893, that Delap and the engine company, "or one or other of them," claimed the engines and tenders, was too indefinite, and would not have warranted an interpleader application.

Bradshaw for Delap.

Clark for the sheriff.

Nugent for the plaintiff.

Full Court.] [July 27.

JOHNSTON *v.* HALL.

False representation—Damages for—Measure of damages—Recovery of future damages.

Judgment of KILLAM, J., noted *ante* page 328, affirmed, and appeal dismissed with costs.

Held, also, that although the lease had still a year to run after the commencement of this action, the plaintiff could, nevertheless, recover all his damages in this action, there being only one contract; and no right to bring a second action under it.

Mayne on Damages, p. 103; Sedgwick on Damages, section 87; *McMullen* v. *Free*, 13 O.R. 57.

Cooper, Q.C., for the plaintiffs.

Anderson for the defendant.