an appeal would lie, under sec. 10 of the Supreme Court Amendment Act of 1879.

Appeal quashed with costs.

H. McD. Henry, Q.C., for appellant.
Hector Cameron, Q.C., for respondent.

COURT OF APPEAL.

From C. P.] [March 24.

QUINLAN v. THE UNION FIRE INSURANCE CO.

Interest given on appeal.

The 43rd section of the Court of Appeal Act, which enables the Court "when on an appeal against a judgment in any action personal, the Court of Appeal gives judgment for the respondent, interest shall be allowed by the Court for such time as execution has been delayed by the appeal," does not apply to a case where the judgment of the Court below is in favour of the defendant, and which is reversed on appeal. In such case the Court in reversing the judgment, gave liberty to the appellant, the plaintiff in the Court below, to move to be at liberty to enter judgment as directed by this Court, *nunc pro tunc*, whereby he would be entitled to recover interest on the amount of the verdict rendered in his favour.

When upon the argument of an appeal, the respondent omitted to point out in what respect the replications of the plaintiff were demurrable, the Court refused to wade through the mass of pleading which had been filed in the Court below, to find it out for themselves; and being of opinion, in the absence of argument, that the pleading was good, affirmed the judgment of the Court below upon such pleading.

The unnecessary and improper length of pleadings remarked upon.

Bethune, Q.C., and *J. B. Dixon*, for the appeal.

McCarthy, Q.C., and *A. C. Galt*, contra.

From C. C. Hastings.]

DUNFORD v. DUNFORD.

Interpleader—Sale of chattels - Change of possession.

G. had recovered a judgment against his father for costs in an action instituted by the latter, and upon the execution issued thereon, seized a horse as the property of the father in the possession of the plaintiff A., another son. It was shown that several years before, the father had agreed to convey his farm to A. and another brother W., both of whom assumed possession and control of the property before any conveyance was executed, and so continued in possession, the father continuing to reside on the place with the two sons, part of the consideration for the conveyance being that they should support him. The sons also bought the chattel property from their father, the horse in question having been purchased by A. for $50, and which he kept upon the premises, as he had always done, using him in the work of the farm, and occasionally working for others with him for hire, the father sometimes using him for his own purposes. On this state of facts, the Judge of the County Court of Hastings in an interpleader issue, left the question of property to the jury, who on being polled, found a verdict for A. The Court being of opinion that the claim of G. having arisen long after the alleged sale of the chattels, it would require a preponderance of evidence in favor of G., to induce the Court to interfere with the finding of the jury (but which did not exist), refused to disturb the conclusion of the judge as to the finding of the jury, and dismissed an appeal with costs.

J. K. Kerr, Q.C., and *Skinner*, for the appeal.
Clute, contra.

From Q.B.]

IN RE HIGH SCHOOL BOARD OF DISTRICT NO. 4 OF STORMONT, DUNDAS AND GLENGARRY AND TOWNSHIP OF WINCHESTER.

High school district—Separation of part—Liability to contribute—Money demanded before separation.

The decision of the Court of Queen's Bench (45 U. C. R. 460), reversed on appeal.

Bethune, Q.C., for appeal.
McCarthy, Q.C., contra.

From Q. B.]

MAW v. TOWNSHIPS OF KING AND ALBION.

Negligence—Contributory negligence.

A portion of a highway which the defendants were bound to keep in repair had a trench running across it caused by water escaping from a