

right of both of the appellants under the three executions referred to fall to be satisfied out of the \$10,000 secured by the bond." From this, it is argued that the effect of the judgment is to confine the liability of the defendants to the amount remaining due on these three executions.

I cannot assent to this, because it is clear that it is held that the Temiskaming Lumber Co. never became in fact *bona fide* purchasers, that their whole claim was fraudulent, and, therefore, I think it should be held that it was invalid as to all the executions which became entitled to share under the interpleader order.

The bond provides for payment of the full \$10,000 or a less amount thereof, according to the directions of any order of the Court or Judge to be made in the matter of the interpleader.

I draw the attention of counsel to this, and they consented to my dealing with the matter upon the theory that such an application had been made. I think that the amount should be reduced so as to cover the costs due to McPherson and any further balance outside of the instalments of the purchase money of the mill. As I understand the case, the first judgment covers more than the first instalment.

In the result, I think that the Booth execution and the other executions placed in the sheriff's hands, so far as they are not wiped out by the declaration I have made, are entitled to share. If the parties cannot agree upon the amount, I may be spoken to.

As the defendants did not pay into Court anything upon the bond, I think they should pay the costs of the action, and that McPherson should pay the costs of the issue.