

was said to have taken place in the solicitor's office actually occurred, the learned Judge found: the charge-money was paid to the defendant, he executed and delivered a cessation of the charge, and the charge was left in the solicitor's hands at the same time. The documents had been mislaid or lost. Both parties asked for costs. Cases arise in which a defendant, having executed a release, cannot safely perform a subsequent act without the protection of the Court, and in such case if he promptly submits himself to such order as the Court may make he may be entitled to be reimbursed such outlay as he could not avoid. That was not this case: but the defendant should not, if he acts now, be asked to pay the plaintiff's costs. There should be judgment declaring that the charge in question had been paid in full; that the plaintiff was entitled to execution of a cessation of the charge and delivery thereof by the defendant, upon tender thereof for execution, and an order directing the defendant to execute and deliver the same accordingly. If, upon tender or within 5 days thereafter, the defendant executes and delivers to the plaintiff or his solicitor a cessation of the charge, the judgment will be without costs; if he fails to do so, there will be judgment for the plaintiff with costs; and in that case such further order as may be necessary will be made. F. B. Edmunds, for the plaintiff. J. F. Holliss, for the defendant.