

one for the recovery of land, and so coming within Con. Rule 529(c). But on the pleadings this seems to be erroneous. The statement of claim alleges a trespass by the defendants on the land of the plaintiffs and asks for an injunction against any repetition of the acts complained of, and a declaration that the defendants had no right to enter on said lands or any part thereof. The statement of defence alleges that the lands in question are part of a public street or highway known as Nelson Street, which was opened by a by-law of the defendant corporation, number 619; and that the trespass complained of consisted in the removal of a fence across the said highway erected by plaintiffs, on their refusal to remove the same and give up possession of the said highway. There is no relief asked by the defendants by way of counterclaim. The plaintiffs in reply set up title by possession. The Master thought that though the title to land is involved, the action cannot be said to be for, or to include, a claim for the recovery of land. Had the defendants been plaintiffs, then it could have been so framed as to come within Rule 529(c). The motion fails on this ground, and there is no sufficient, if any, evidence to shew a preponderance of convenience. Motion dismissed with costs in the cause to the plaintiffs, without prejudice to a motion on further and better material, if the defendants think it worth while to move. R. H. Parmenter, for the defendants. T. L. Monahan, for the plaintiffs.

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DOMINION BANK V. SALMON—KELLY, J.—DEC. 11.

*Interpleader—Seizure under Execution—Claim under Prior Sale—Bills of Sale and Chattel Mortgage Act—Change of Possession.*]—This was an interpleader issue to determine whether certain lumber which was seized under an execution in an action of the Dominion Bank against A. M. Salmon, was at the time of the seizure the property of the claimant Edson Salmon, carrying on business under the name of the Salmon Lumber Company. The seizure was made on April 11th, 1911, while the claimant, the Salmon Lumber Company, rested its right to ownership on the ground that, on February 24th, 1911, it purchased from A. M. Salmon the lumber and saw-mill business theretofore carried on by him, including all lumber on the mill premises at New Liskeard. The claimant also contended that in the interval between February 24th, 1911, and the seizure on April 11th, 1911, it bought from one Neely and took into the