

ronto to seize and sell this stock. The Canadian Bank of Commerce claimed the stock by assignment or pledge of it by Flynn (the executing debtor) to the bank, in the regular course of banking. The Master directed an issue between the execution creditor and the claimants. The appeal was upon the following grounds: (1) that there ought not to have been an issue directed, as, upon the undisputed facts, these shares were the property of the bank as against the execution creditor, and it should have been so declared; (2) that, if an issue should be tried, the execution creditor should be plaintiff in that issue, and not the claimants; and (3) that the bank, being in possession, should not be required to give security as ordered. BRITTON, J., said that the execution creditor was unquestionably entitled to have her claim tried. It did not appear that there were any facts which should be in dispute, and yet there was no formal admission by counsel for the execution creditor of the allegations of the claimants. Con. Rule 1111 would, if the facts were not in dispute, permit the Judge to dispose of the question of law without directing an issue; but that could not be done upon the material before him. If the parties consented, a special case might be stated for an Appellate Division; and that would be a satisfactory way of determining the matter. It made practically no difference who was plaintiff in the issue. If there was any difference, it was in the claimants' favour, as, having the conduct of the case, the trial need not be delayed. Upon the argument, the learned Judge had some doubt about the reasonableness of compelling the bank to pay \$8,000 into Court, or to give security as ordered; but further consideration had satisfied him that the Master had followed the usual and settled practice, and that he should not interfere. Appeal dismissed; costs in the cause in the interpleader proceedings. R. C. H. Cassels, for the bank. J. Jennings, for the execution creditor. R. J. Maclellan, for the Sheriff of Toronto.

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MARTIN V. COUNTY OF MIDDLESEX—SUTHERLAND, J.—JAN. 24.

*Highway—Improvement—Work Done by County Corporation—Interference with Watercourse—Defective Work—Ditches—Injury to Land by Flooding—Remedy—Action—Arbitration—Damages.]—An action for damages for the flooding of the plaintiff's lands by reason of the defendants' negligence, as alleged, and for a mandatory order to the defendants to open*