

made to Reinke, and that the bank held in good faith and without notice, the actions were consolidated, and judgment was given against both defendants for \$9,220.50, the amount due to the bank at the date of the judgment, the 16th February, 1914. Third party issues between Puddicombe and Smith and Reinke were tried before MIDDLETON, J., without a jury, at Hamilton. Smith and Puddicombe claimed to recover the amount of the bank's judgment against them from Reinke, upon the theory that the debt was his and not theirs; and Reinke claimed to recover from them the amount of the notes in excess of the amount for which judgment was recovered by the bank. These issues were now disposed of by MIDDLETON J., who gave written reasons for his judgment. He said that the documentary evidence was all one way; the oral evidence was conflicting; and he found, upon the evidence, that there was an indebtedness of Smith and Puddicombe to Reinke for which the notes were given; that certain company-shares transferred by them to Reinke were not so transferred in payment of the indebtedness, but as collateral to the notes; and, therefore, the claim of indemnity made by Smith and Puddicombe failed; and Reinke was entitled to claim against them the face amount of the notes over and above the amount of the bank's judgment. Judgment for Reinke against Smith for \$5,478.55, the amount of the \$5,000 note, with interest and notarial fees, and against Puddicombe and Smith for \$995.40, the amount of the \$10,000 note, less the amount for which judgment had already been given in favour of the bank, and less the amount of two dividends upon the shares, received by Reinke. Declaration that, upon payment of the judgment in favour of the bank, Reinke was entitled to enforce it against Puddicombe and Smith for the amount due, less the credit that should be given for the amount realised upon the sale of the shares. Reinke was entitled to costs throughout, including the costs reserved upon interlocutory applications. S. H. Bradford, K.C., for Smith and Puddicombe. S. F. Washington, K.C., for Reinke.

ROBINETT V. MARENTETTE—LENNOX, J.—JUNE 16.

Contract—Conveyance of Land to Defendant—Security for Moneys Advanced—Binding Agreement to Convey—Tender of Amount of Advances—Interest—Costs—Counterclaim.—Action for specific performance of an agreement. The plaintiff and