

they were entitled to the security of the insurance money, just as before the fire they were entitled to the security of the buildings which the money represented.

Even if the plaintiffs were not mortgagees within the statute, the same principles would apply as between vendor and purchaser. The plaintiffs were not entitled to apply the insurance moneys in payment of instalments not yet due, but were entitled to look to the insurance moneys as part of their security.

The learned Judge did not see how he could direct the moneys to be held in trust for the long period for payment allowed by the agreement—more than 60 years—and, unless the parties could agree as to the disposal of the moneys, they should be paid into Court.

The parties were fairly seeking the direction of the Court in the ascertainment of their right; and, as neither of them succeeded completely, neither should be penalised with costs.

No order as to costs.

STOCK v. MEYERS—FALCONBRIDGE, C.J.K.B., IN CHAMBERS—
AUG. 2.

Replevin — Rule 359 — Security — Rule 362 — Jurisdiction of Master in Chambers.—Appeal by the defendants from a replevin order made by the Master in Ordinary, sitting in Chambers in the absence of the Master in Chambers. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the making of the order seemed to be well within Rule 359, and there was no particular reason for substituting a bond from the defendants for the security which the Sheriff must take under Rule 362. The appeal should be dismissed. If there was any reason to question the jurisdiction of the Master in Chambers (as suggested in Holmsted's Judicature Act, 4th ed., p. 866), a substantive order might be made. Costs of the appeal to be costs in the cause to the plaintiff in any event. R. T. Harding, for the defendants. R. S. Robertson, for the plaintiff.