
Practice.

GALT, C.J.]

[Oct. 6, 1893.]

BOLSTER v. WALKER.

Parties—Interpleader issue—Wife of judgment debtor, claimant.

On an application for an interpleader order where the claimant was the wife of the judgment debtor, and the goods seized were at the time of the seizure at the home of herself and husband ;

Held, on appeal from the local judge, that the execution creditor should not be required to show that the goods are the goods of the execution debtor, but the onus is on the claimant to show property in herself, and the issue should be directed between the claimant as plaintiff and the execution creditor as defendant.

Scott (Robinson, O'Brien & Gibson) for the execution creditor.

A. D. MacIntyre for the claimant.

J. Dickinson for the sheriff.

ARMOUR, C.J.]

[Feb. 5.]

IN RE PARKER, PARKER v. PARKER.

Mortgage—Interest—R.S.C., c. 127, s. 7—Mortgage to secure part of purchase money—Special contract.

William John Moore, the purchaser of the lands in question in this administration proceeding, made a mortgage upon such lands to the accountant of the Supreme Court of Judicature for Ontario, dated April 14th, 1886, to secure the sum of \$3,600, a part of his purchase money. The mortgage was for the benefit of the infant defendants. The mortgage deed provided for payment of interest and for payment of the principal by yearly instalments of \$300 until the whole should be paid, the payments thus extending over a period of twelve years.

By s. 7 of R.S.C., c. 127, an Act respecting interest, it is provided as follows :

"Whenever any principal money or interest secured by mortgage of real estate is not, under the terms of the mortgage, payable till a time more than five years after the date of the mortgage, then, if, at any time after the expiration of such five years, any person liable to pay or entitled to redeem the mortgage tenders or pays to the person entitled to receive the money the amount due for principal money and interest to the time of payments, as calculated under the four sections next preceding, together with three months' further interest in lieu of notice, no further interest shall be chargeable, payable, or recoverable at any time thereafter on the principal money or interest due under the mortgage."

The mortgagor, taking advantage of this provision, at a time when the mortgage had still more than four years to run, paid into court all principal and interest due under the mortgage, together with three months' interest in