the actual sale, the sheriff received a letter from the defendant's solicitor, who then was acting for the assignee, notifying him (the sheriff) of this assignment, and asking him to send memorandum of costs to assignee. There was no tender of amount of costs, no deposit of moneys, and no undertaking on the part of the solicitor that the costs would be paid. The plaintiff's solicitor was present, and the sheriff informed him of the contents of this letter. As costs had been incurred, the sheriff was advised that he had the right to go on and sell, and he sold pursuant to notice. The plaintiff became the purchaser, and a deed to him was executed by the sheriff in due course. The assignee, notwithstanding the sheriff's sale, assumed the right to sell, and did sell and execute a conveyance to one William Hamilton (a son of defendant) of the same land.

D. B. Simpson, K.C., for plaintiff.

R. D. Gunn, K.C., for defendant, contended that under sec. 9 of R. S. O. ch. 147, the sheriff had no right to sell after notice of assignment, and that plaintiff took nothing by his deed. It was admitted that defendant was still in possession, but only as the agent of William Hamilton, and that he claimed as such.

Britton, J., held, following Gillard v. Milligan, 28 O. R. 645, that the plaintiff was entitled to recover. Judgment for plaintiff with costs.

MacMahon, J. October 30th, 1902.

TRIAL.

BAIN v. COPP.

Insurance—Life—Policy on Life of One Person for Benefit of Another —Assignment—Death of Assured—Claim by Administrator.

Interpleader issue tried at Toronto.

By a covenant in a mortgage made by defendants to the Star Life Insurance Company, the mortgagors were required to assure and keep assured with that company during the continuance of the mortgage one or more lives to the extent of £2,500 sterling, and to pay to the insurance company the premiums on such insurances. Defendants endeavoured to insure the life of Alfred E. Copp, son of defendant William J. Copp, but he failed to pass the medical examination. The plaintiff's son, a medical student, on 20th January, 1886, signed an application for insurance on his life for £2,500. This application was accepted by the insurance company, and a policy issued thereon, dated 13th April, 1886. The plaintiff's son reached his majority on 27th February, 1886.