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No. 8

APPELLATE DIVISION.

APRIL 19TH, 1915.

*McPHERSON v. UNITED STATES FIDELITY AND
GUARANTY CO.

*Execution — Judgment — Satisfaction — Interpleader Issue —
Judgment for Instalments of Purchase-price of Land — Re-
sale of Mill on Land by Vendor — Sale of Interest in Land —
Effect upon Judgment — Costs — Damages — Action on Inter-
pleader Bond — Limitation of Amount Recoverable.*

Appeal by the plaintiff and cross-appeal by the defendants
from the judgment of MIDDLETON, J., 6 O.W.N. 678.

The appeal and cross-appeal were heard by FALCONBRIDGE,
C.J.K.B., HODGINS, J.A., LATCHFORD and KELLY, JJ.

W. Laidlaw, K.C., for the plaintiff.

G. H. Kilmer, K.C., for the defendants.

FALCONBRIDGE, C.J.K.B., was of opinion, for reasons stated
in writing, in which he referred to the cases cited by
MIDDLETON, J., and other authorities, that the contract for the
sale of the mill to McGuire was not a contract for the sale of an
interest in land, and that the resale by the plaintiff did not pre-
vent the further enforcement of the judgment. The plaintiff's
appeal should be allowed and the amount of the execution in-
creased by the addition of the two sums of \$2,500 and interest;
and the cross-appeal dismissed with costs. Costs of the issue
and motion to be paid by the defendants.

LATCHFORD, J., for reasons stated in writing, was of the same
opinion as the Chief Justice with regard to the effect of the

*This case and all others so marked to be reported in the Ontario Law
Reports.