

SUPREME COURT.

Clement, J.] WHITLOW *v.* STIMSON. [May 6.
Mortgage—Deed as security—Mortgagee or owner—Redemption
—Evidence—Corroboration.

Held, in order to convince the court that a deed absolute in form was, in fact, delivered to and accepted by the grantee as a mortgage security merely, the evidence must be so positive and cogent as to clear up all doubts but that the grantee held the property as mortgagee only and not as owner in fee beneficially entitled, particularly when the claim is to be made good against the devisee of the grantee after the grantee's death.

MacNeill, K.C., for plaintiff. *Sir C. H. Tupper*, K.C., for defendant.

Clement, J.] LAW *v.* MUMFORD. [May 6.
Attachment—Issue—Mechanics' lien—Object of fund.

Held, under the Mechanics' Lien Act and Amendments that a lien cannot be a charge upon the fund of money arising from the sale of ore but can only be a charge on the mine itself.

Quaere, whether ore severed but still lying on the mine property is part of the mine or not.

Griffin, for the plaintiff. *Hart-McHarg*, for defendant and assignees.

Clement, J.] LAW *v.* MUMFORD. [May 6.
Mechanics' lien—Charge against a mine—Assignment of proceeds of ore extracted—Mechanics' Lien Act, Amendment Act, 1900, s. 12.

On an application for summary disposition, by consent, under s. 15 of the Attachment of Debts Act, 1904, of the claims of certain parties to a fund paid into court under an attaching order,

Held, that a lien upon a mine, as provided in s. 8 of the Mechanics' Lien Act, R.S.B.S. 1897, c. 132 (as enacted by s. 12, c. 20, 1900) refers to the mine itself and not to a fund arising from ore extracted from the mine.

Griffin, for plaintiff. *McHarg*, for defendant and applicants.