

The cases in which successive applications to successive judges have been favoured are not pertinent to a case where the right to appeal, upon leave, is sought under a special statute.

*G. W. Marsh* for the liquidator.

*E. R. Cameron* for Russell A. Alger.

ROSE, J.]

[June 26.

SPROULE *v.* WILSON.

*Costs—Interest upon verdict—R.S.O., c. 44, s. 88—Interest between verdict and judgment.*

The interest which a verdict or judgment bears by virtue of R.S.O. c. 44, s. 88, is no part of the claim, and the question as to the scale upon which costs are to be taxed is to be determined by the amount of the verdict or judgment, irrespective of such interest.

*Malcolm v. Leys*, 15 P.R. 75, distinguished.

*Semble*, interest is to be allowed between the date of the verdict and the judgment.

*Akers* for the plaintiff.

*Watson, Q.C.*, for the defendant.

BOYD, C.]

[June 21.

EXLEY *v.* DEY.

*Attachment of debts—Promissory note—Garnishee—Parties.*

The enlarged provisions of Rule 935 do not extend the right of attachment of debts to the case of moneys payable on negotiable securities; the claim of a judgment debtor to be paid the amount of a promissory note is not dependent on the doctrines of equitable execution.

*Jackson v. Cassidy*, 2 O.R. 521, followed.

What is to be garnisheed is not the note itself, but the money payable thereunder; therefore the maker of the note, and not the person holding it for the judgment debtor, should be made garnishee; and there is no warrant in the practice for ordering the holder to hand the note over to the judgment creditor.

*Pattullo* for the plaintiff.

*Middleton* for the defendant.