

property in any other lawful way, he may take it and deal with it as part of the estate assigned to him. . . .

I must find the issue joined in favour of the assignee, who should also have his costs, from the other parties to the issue, throughout.

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MEREDITH, C.J.C.P.

JUNE 24TH, 1913.

PULOS v. SOPER.

*Chattel Mortgage—Non-compliance with Act—Seizure of Goods under Execution—Claim by Chattel Mortgagee—Interpleader Issue—Parties—Assignee for Benefit of Creditors of Execution Debtor—Costs.*

Interpleader issue, tried at the Brockville non-jury sittings on the 3rd June, 1913.

See Skyes v. Soper, the case immediately preceding this.

B. N. Davis and M. M. Brown, for the plaintiff.

J. A. Hutcheson, K.C., for the defendant.

C. C. Fulford, for the Sheriff.

MEREDITH, C.J.C.P.:—In this issue, which came on for trial after the other, counsel for the plaintiff asked that the trial be postponed, because no trial would be necessary if the assignee succeeded in the other issue. But I see no good reason for any further delay.

The assignee should, I think, be made a party to this issue; it is only fair to the parties and to the Courts that the rights of all concerned should, where possible, be determined in the one trial, if that can be done conveniently.

Upon that being duly done, judgment should go in his favour, with costs, on the admission made, at the trial, that the mortgage cannot be supported by reason of failure to comply fully with the provisions of the Bills of Sale and Chattel Mortgage Act.

The execution creditors should have, out of the estate, their costs, as between solicitor and client, up to the time that the assignee becomes a party; payment of which should be a condition precedent to the exercise of his right to be made a party, and have judgment in his favour.