

in question were sold and the moneys retained by the sheriff. The result of the interpleader issue was that the plaintiff's claim was held good, and the proceeds of the sale were accordingly paid over to her. She then brought this action, claiming \$300 damages for injury to her business and to her credit, and for the difference between the value of the goods and the amount realized at the sheriff's sale.

Held, that the defendant was liable, under the circumstances, for damages limited to the injury to the plaintiff's business sustained during the period between the seizure and the date of the interpleader order, and for the injury to her credit; but that she was not entitled to any damages in respect of the difference between the value of the goods and the amount realized by the sale.

Held, also, that although no evidence was given of any specific damage, the plaintiff was entitled to general damages, which should be estimated as a jury would do, having regard to the fact that although the shop was kept open during that period, and the business was carried on in much the same way as formerly, yet as the stock was under seizure and the sheriff was in possession, and the plaintiff could not bring new goods into stock for the purpose of replenishing it, and her credit in business must have been affected to some extent, the plaintiff was entitled to substantial damages, and his lordship entered a verdict for \$200. As this is within the jurisdiction of the County Court, and plaintiff had no reason to expect that she would have recovered more, the court refused a certificate to entitle her to Queen's Bench costs, but gave a certificate to prevent the defendant setting off costs.

W. A. Macdonald, Q.C., for the plaintiff.

Aikins, Q.C., for the defendant.

DUBUC, J.]

[April 9.

DES FORGES v. COATSWORTH.

Pleading in equity—Demurrer—Multifariousness—Want of equity—Sale of partnership estate by one partner—Dissolution of partnership—Practice as to setting down demurrer for argument.

Demurrer by defendant Reeves to the plaintiff's bill of complaint.

As a preliminary objection, defendant's counsel contended that the demurrer should be considered as admitted by lapse of time. It was filed on January 21st, 1893, and not set down for argument till March 9th, 1894, and under the English Rule 14 made before April 15th, 1870, and which would be in force in this Province, unless superseded or amended by our own rules or practice, a demurrer which is not set down within twelve days from the filing thereof is to be held as sufficient, unless in the meantime the plaintiff has taken some steps to amend his bill. The learned judge, however, held that this rule had been superseded by our G.O. No. 99, and the objection was overruled.

The grounds of demurrer were for multifariousness and want of equity. The bill alleged that there was a partnership at will existing between plaintiff and defendant Coatsworth, that it was agreed between them that the partnerships should be dissolved, and that on October 31st, 1892, the plaintiff gave notice to Coatsworth that the partnership would be dissolved from and after