

subsequent to the assignment to the bank, but prior to the re-assignment to the insured.

4. That the effect of the re-assignment by the bank was to displace its lien upon the balance of moneys recovered under the judgment and that the other creditors to whom assignments were made subsequent to the assignment to the bank, thereupon became entitled to such balance in order of priority.

Paton, K.C., and Robertson, for claimants.

Graham, E.J., Chambers.]

[July 24.

THE DOMINION COAL CO. *v.* BURCHELL.

Striking out pleas—Practice as to.

On application to strike out a portion of the defence as false part having already been struck out on another ground, the court will look altogether to the defendant's affidavits answering the plaintiff's to see if he has any defence.

The evidence cannot be weighed.

Covert, for applicant. Ritchie, K.C., contra.

Province of Manitoba.

COURT OF APPEAL.

Perdue, J.A.]

TRADERS BANK *v.* WRIGHT.

[June 29.

Costs—7 & 8 Edw. VII., c. 12, ss. 1, 2—Injunction—Interlocutory motion or application.

In this action, which was commenced after 7 & 8 Edw. VII., c. 12 came into force, the plaintiffs obtained an interim injunction against the defendants which was afterwards dissolved by the Court of Appeal, ante, p. 468, and the plaintiffs had to pay the costs of the motion and the appeal. Sec. 1 of that Act provides that the amount of costs, exclusive of disbursements, but inclusive of all interlocutory motions and applications and