

stalments, of \$2,500 each, with interest, the first instalment to be paid in one year.

In December, 1908, an accounting took place, and an agreement was drawn embodying the result of the accounting.

An action was brought to recover the first instalment of the price of the saw-mill and other moneys alleged to be due to McPherson. In this action judgment in the first instance went by default, and, upon an application being made, the action was allowed to proceed to try the amount due, the judgment in the meantime standing as security to the plaintiff. The result of the litigation was to reduce the amount for which judgment had been signed from \$3,961 to \$3,232.42; but the execution issued upon the judgment has not been correspondingly amended. It was agreed by all parties that this should now be done. As the result of this litigation, further costs were awarded, and executions have been issued for these, \$504.17 and \$78.98.

When the second instalment came due, another action was brought. Judgment was recovered in it for \$2,590.62 and \$135 for costs.

In addition to these executions, two other executions were issued by Booth for \$1,007.50, but it is admitted that there is only one debt. This makes a total upon the execution in the Sheriff's hands, exclusive of Sheriff's fees, of something in the neighbourhood of \$9,500, under these executions, when interest is added.

The Sheriff seized certain logs. These were claimed by the Temiskaming Lumber Company Limited. An interpleader issue was directed, and it was provided that, upon the lumber company giving to the execution creditors, McPherson and Booth, security for the amount of the appraised value of the goods seized, after deducting the sum of \$6,381, the Crown dues, the Sheriff would withdraw from possession.

Although all these different writs of execution were in the hands of the Sheriff, the interpleader issue referred to McPherson's writ under the first judgment and Booth's writ, by an erroneous date; but the issue was, whether, at the time of the seizure, the goods were the property of the claimant as against the execution creditors.

An interpleader bond was given by the defendant company in the penal sum of \$10,000. It recites the recovery of McPherson's first judgment, \$3,961, Booth's judgment for \$1,007.50, giving the correct date of the execution, the interpleader order,