

security, so long as the total amount received by the bank under their judgments and upon the collateral paper did not exceed in the whole the total indebtedness.

*Held*, that they were bound to give credit for the amounts realized on the collateral security, and could only recover judgment for the balance.

*Commercial Bank of Australia v. Wilson*, (1893) A.C. 181, distinguished.

Decision of ROSE, J., reversed.

*Foy*, Q.C., for the appeal.

*Shepley*, Q.C., *contra*.

BOYD, C.]

HOBSON v. SHANNON.

[June 8.

*Division Court—Garnishee proceedings—Judgment against garnishee—Motion for new trial after fourteen days—L.S.O., c. 51, ss. 173-199.*

Where a garnishee more than two months after judgment obtained against him was notified for the first time that the debt due from him to the primary debtor had been assigned by the latter to a third party prior to the garnishee proceedings,

*Held*, that the Division Court judge had jurisdiction to open up the matter for further investigation.

*Raney* for the primary creditor.

*Chisholm* for the garnishees.

### Common Pleas Division.

MEREDITH, C.J., and ROSE, J.]

[July 13.

REGINA v. STEELE.

*Justice of the peace—Summary conviction—Interest—Bias—Relationship to complainant—Costs.*

Where the convicting justice was the son of the complainant, and the latter was entitled to one-half of the penalty imposed, a summary conviction was quashed, on the ground that the justice had such an interest as made the existence of real bias likely, or gave ground for a reasonable apprehension of bias, although there was no conflict of testimony.

*The Queen v. Huggins*, (1895) 1 Q.B. 563, followed.

Dictum of ROSE, J., in *Regina v. Langford*, 15 O.R. 52, approved.

Costs of quashing conviction withheld from successful defendant, where he filed no affidavit denying his guilt, or casting doubt upon the correctness of the magistrate's conclusion upon the facts.

*R. D. Gunn* for the defendant.

*F. E. Hodgins*, *contra*.