

way company, \$3,500, which would mean that the defendant should now convey without receiving any further price; and that the plaintiff should then restore the security which he held. As neither party could be held blameless with regard to the confusion which resulted in this litigation, there should be no costs, no matter which election the defendant might make. G. T. Walsh, for the plaintiff. J. J. Macleennan, for the defendant.

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WEDDELL v. DOUGLAS—BRITTON, J.—MAY 22.

*Chattel Mortgage—Validity against Execution Creditor of Mortgagor — Partnership — Interpleader Issue.*] — An interpleader issue, directed upon the application of a sheriff, to try the right to certain goods and chattels seized by him under an execution upon a judgment in favour of the defendant in the issue (execution creditor) against W. D. McQuoid and others, and claimed by the plaintiff (claimant) under a chattel mortgage. The issue was first tried by FALCONBRIDGE, C.J.K.B., who found in favour of the plaintiff (7 O.W.N. 92). The defendant appealed, and a new trial was ordered (7 O.W.N. 216). The second trial was before BRITTON, J., without a jury, at Cobourg. The learned Judge finds that, at the time of the death of Hugh McQuoid, a partnership existed between him and W. D. McQuoid and H. W. McQuoid; and that the surviving partners were entitled as such to the possession and control and disposition of the property; and that the chattel mortgage made by W. D. McQuoid in favour of the plaintiff was valid. Judgment for the plaintiff. The defendant to pay all costs except those ordered by the appellate Court to be paid by the plaintiff. C. A. Moss and W. L. Payne, for the plaintiff. W. N. Tilley and A. S. Humphries, for the defendant.