

deposited in that branch bank to the credit of the plaintiff. But no money was paid out, and some time afterwards the executors of the deceased claimed the money from the defendants. The plaintiff then began this action, and served the writ of summons on the 1st February. On the 6th February the defendants made this application for an interpleader order. It was said in the plaintiff's affidavit that the manager of the branch bank was aware of the death when he credited the plaintiff's account with the amount of the cheque. Held, that this knowledge was a revocation of the bank's authority to pay: Bills of Exchange Act, R.S.C. 1906 ch. 119, sec. 167. Under the older cases the action of the defendants might have deprived them of the right to interplead: *Crawshay v. Thornton*, 1 My. & Cr. 1. But by the Judicature Act the law has been changed, and an order should now be made: *In re Mersey Docks Co.*, [1899] 1 Q.B. 546; *Attenborough v. St. Katherine's Docks Co.*, 3 C.P.D. 450; *Molsons Bank v. Eager*, 10 O.L.R. 452, 455. Order made directing payment into Court by the defendants within a week of the \$2,750 and accrued interest to abide further order. Thereupon the present action will be stayed, and the executors are to take action within a week against the plaintiff to have the cheque cancelled and the moneys declared to belong to the estate of their testator, on the ground that it was obtained from the deceased by fraud and undue influence. As between the present plaintiff and the executors, the costs of this motion will be costs in the action to be brought. As between the plaintiff and the defendants, if the plaintiff succeeds in the action of the executors, or fails and brings no action against the defendants, there will be no costs. If he fails and brings an action, these costs will be costs in that action. Irving S. Fairty, for the defendants. C. R. McKeown, K.C., for the plaintiff. D. C. Ross, for the executors.

*WILSON LUMBER CO. v. SIMPSON—DIVISIONAL COURT—FEB. 17.

Vendor and Purchaser—Contract for Sale of Land—Misstatement of Depth—"More or Less"—Specific Performance—Compensation for Deficiency.—Appeal by the plaintiffs from the judgment of MEREDITH, C.J.C.P., ante 410. The Court (BOYD, C., RIDDELL and MIDDLETON, JJ.) dismissed the appeal with costs. F. Erichsen Brown, for the plaintiffs. K. F. Mackenzie, for the defendant.

*To be reported in the Ontario Law Reports.