

judgment in the action in the County Court of Stormont, Dundas, and Glengarry, directing the defendants, the judgment debtors, to attend for examination before a special examiner, and ordering the appellant Elizabeth Carpenter, their alleged transferee, to attend and produce at the same time the books of account used by the judgment debtors in their business.

The appeal was heard before a Divisional Court, FALCONBRIDGE, C.J., STREET, J., BRITTON, J.

J. H. Moss, for appellants.

W. E. Middleton, for plaintiffs.

STREET, J.—In my opinion the order in appeal is clearly interlocutory and not final within the meaning of R. S. O. ch. 55, sec. 52, as interpreted by the Court of Appeal in *Baby v. Ross*, 14 P. R. at p. 443. Such an order is merely a means or step towards an end, it is not the end itself; and appeals are only given against orders which are the end of the particular matter of which they are a part.

FALCONBRIDGE, C.J.—I concur.

BRITTON, J.—In agreeing I venture to express my regret that the question whether the learned County Court Judge has power to make such an order against the appellant Elizabeth Carpenter can not now be disposed of on its merits, without putting any of the parties to the expense of a motion against an order to commit, should any such order be made and the appellant further resist.

Appeal quashed with costs.

MacLennan, Cline, & MacLennan, Cornwall, solicitors for plaintiffs.

Gogo & Stiles, Cornwall, solicitors for other parties.

---

JUNE 4TH, 1902.

DIVISIONAL COURT.

GOODYEAR v. GOODYEAR.

*Chattel Mortgage—Renewal of—Change of Possession—Parent and Child—Execution Creditor.*

Appeal by claimant, a chattel mortgagee, in an interpleader issue from judgment of County Court of York. Issue as to the ownership of certain goods and chattels seized under writ of execution. The claimant and execution creditor were brothers. On the evidence the trial Judge was not satisfied of the validity and bona fides of the mortgage, and held that there being no clear or satisfactory evidence of change of possession, and the onus being upon the claimant to satisfy the Court as to his title