

of the contract. The Court held the money as custodian for the party who might ultimately be declared entitled, but the payment was one which prevented clause 7 becoming operative. The money was intercepted before it reached the defendants, but was held in medio by the Court, which is, in truth, the representative and agent of both parties.

The judgment should declare that there is no right of forfeiture under clause 7 by reason of any default or supposed default with respect to the payments falling due, which are the subject of these actions, and the judgment should not award an injunction.

The actions were not consolidated; they were tried together; but the rights in question in them may yet be severable. One judgment should issue, styled in all the actions.

Success having been divided, there should be no costs to or against either party.