tion debtor, and the sheriff interpleads in consequence of a claim made upon them by a person out of possession, the claimant should be plaintiff in the interpleader issue. In order to entitle himself to an interpleader order, the sheriff is not obliged to shew that the claim of the person out of possession is open to objection.

Where upon an interpleader application the execution creditor declines to contest the right of a claimant, the order should absolutely bar the execution creditor of any right to contest the claim.

Hilton for the claimants.

C. Millar for the execution creditor.

R. J. Maclennan for the sheriff.

Q.B. Div'l Ct.] [Dec. 31.

CLARKE *v.* CREIGHTON.

Costs—Set-off—Rule 1205—Solicitor's lien—Appeal from order—Waiver—Amount in question—Dignity of court.

Where judgment was given for payment by the plaintiff to the insolvent defendant of the costs of the action, and the defendant's solicitors were by an order of court declared to have a lien upon such judgment and to have the sole right to control the judgment and execution to the extent of their costs between solicitor and client, and the plaintiff became entitled against the defendant to costs of garnishing proceedings upon the judgment, begun before the lien was declared,

Held, reversing upon this point the decision of BOYD, C., 14 P.R., 34, that Rule 1205 did not apply to enable a set-off of the costs to be made.

Where two appeals in respect of matters wholly separate and distinct were disposed of by one order,

Held, that a party might appeal from the decision in respect of one of the appeals, while taking advantage of the decision in respect of the other.

It is not beneath the dignity of the court to determine an appeal where the amount involved is less than $40.

The plaintiff in person.

C. Millar for the defendant's solicitors.

C.P. Div'l Ct.] [Jan. 5.

JONES *v.* MACDONALD.

Judgment debtor — Unsatisfactory answers — Motion to commit—Proof of service of appointment, etc.—Proof of character of examination —Ex parte certificate of examiner.

Where, upon a motion to commit a party for unsatisfactory answers upon his examination as a judgment debtor, it is shewn that he attended and submitted to be sworn and examined, it is not necessary to prove service of an appointment or payment of conduct money. And where the depositions returned by the examiner shew on their face that the party was being examined as a judgment debtor, there need be no other proof of the fact.

The certificate of an examiner is good evidence of the proceedings before him, notwithstanding that it was settled *ex parte*.

Re *Ryan* v. *Simonton*, 13 P.R., 299, commented on.

W. R. Smyth for plaintiff.

W. M. Douglas for defendant.

BOYD, C.] [Jan. 9.

FROTHINGHAM *v.* ISBISTER.

Discovery — Examination and production of documents—Assignee for creditors—Quasi-plaintiff.

In an action by creditors of a firm to establish the liability of the defendant as a partner therein, it appeared that the assignee of the firm for the benefit of creditors, who had received all the papers of the firm, was interested in the success of the action, had instigated its being brought, and was providing material in the way of documents, etc., to the plaintiffs for its efficient prosecution.

Held, that although the assignee might have no direct beneficial interest in the result, he was to be regarded for the purposes of discovery as a quasi-plaintiff, and the defendant was entitled to have production of all documents in the possession of the assignee, and to examine him for the purpose of such production.

D. E. Thomson, Q.C., for the plaintiffs.

W. Nesbitt for the defendant, James Isbister.

Aylesworth, Q.C., for the assignee.