

The judgment of the Court (FALCONBRIDGE, C.J., STREET, J., BRITTON, J.) was delivered by

STREET, J.:—Justice is done to all parties by the judgment appealed against, and it should be upheld. If the money in Court were to be paid out to Wilder, Mehr would be liable to pay it over again to Taylor; while, if the judgment stands, the cheque in the hands of Taylor will be satisfied by the payment out of Court to him of the money which Mehr paid in. Nothing stands in the way of this but the conclusion usually to be drawn from the fact of payment into Court by a garnishee of the amount claimed from him—that he admits his indebtedness. Here, however, all the facts and all the parties are before the Court, and it is plain that justice has been done to all without infringing any rule of law. Appeal dismissed with costs.

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ROBERTSON, J.

JUNE 28TH, 1902.

TRIAL.

CENTRAL CANADA LOAN AND SAVINGS CO. v.  
PORTER.

*Title to Land—Registered Title—Real Property Limitation Act.*

Action to recover two acres (worth less than \$200) of the east half of lot 7 in the 6th concession of the township of Manvers. Defence on the paper title and under the Real Property Limitation Act.

D. W. Dumble, Peterborough, for plaintiffs.

R. E. Wood, Peterborough, and E. B. Stone, Peterborough, for defendant.

ROBERTSON, J., found all the issues in favour of plaintiffs. Judgment for plaintiffs for possession, with costs on the County Court scale. No set-off of costs to defendant.

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FALCONBRIDGE, C.J.

JULY 11TH, 1902.

ABBOTT v. GUSTIN.

*Sale of Land—Specific Performance—Possession.*

Action by Oliver Abbott, a farmer of Colchester South, against Robert Gustin, another farmer of the same township, and the executors of the will of the late William McCain, to recover possession of land which the defendant Gustin, as alleged, agreed to sell to plaintiff, he himself having agreed to buy it from the other defendants, and for specific performance and an injunction and damages.