decided on a group of English Rules dealing not with causes of action, but with parties. Since that case all the decisions in England are in harmony, except perhaps Kent Coal Exploration Co. v. Martin, 16 Times L. R. 486. Collins, L.J., puts the matter very clearly in Thompson v. London County Council, [1899] 1 Q. B. 840, at p. 844. Two cases seem to be the other way, viz., Honduras R. W. Co. v. Tucker, 2 Ex. D. 301, and Bennetts v. McIlwraith, [1896] 2 Q. B. 464, but in each case there was but one cause of action, as is pointed out by Collins, L.J., in the Thompson case, at p. 845. We must interpret Rules 186 and 192 in the light of the authorities, and follow Quigley v. Waterloo Mfg. Co., 1 O. L. R. 606, which proceeds upon the English cases. Here the causes of action against the two defendants are distinct, and they cannot be sued in the alternative. The appeal should be allowed and the order of the Master restored. In view of the conflict of decisions, there will be no costs either here or below.

MacTavish, Co. J.   May 16th, 1903.

TRIAL.

BURR v. BULLOCK.

Deed—Conveyance of Land — Cutting down to Security — Bond to Reconvey.

Action for a declaration that a certain conveyance of land, absolute in form, was intended only as a security, and for redemption.

Trial at Cobourg before MacTavish, Co.J., sitting for Falconbridge, C.J.

R. C. Clute, K.C., and J. W. Gordon, Brighton, for plaintiff.

W. B. Northrup, K.C., for defendant.

MacTavish, Co.J.—The question for determination in this case is whether the transaction between plaintiff and defendant was a loan . . . or a sale . . . with a right to repurchase.

About the beginning of October, 1896, plaintiff was in financial difficulties and made application to defendant for a loan, offering as security a mortgage on the property in question. This security the defendant refused to accept, but, in order to save the expense of foreclosure proceedings in the event of default, defendant agreed to lend plaintiff the amount required, and to take as security for the repayment