

a reconveyance. It is admitted that the transaction was a partnership transaction, and it follows, I think, that the whole property, upon the dissolution of the partnership, became vested in the surviving partner. In *In re Bourne*, [1906] 2 Ch. 427, the whole question is, I think, satisfactorily dealt with. For a complete understanding of the situation, *In re Hodgson* (1885), 31 Ch. D. 177, should also be consulted.

I had some doubt whether our enactment relating to tenancy in common, sec. 13 of the Conveyancing and Law of Property Act, R.S.O. 1914 ch. 109, affects the matter in hand. On consideration, I do not think it does. The fact that the transaction is a partnership transaction, and that the property was conveyed to the partners, as partners, sufficiently demonstrates that the holding is as joint tenants and not as tenants in common.

The result is, that, while the proceedings should be amended as already indicated, the motion in substance fails; and, with this variation, the order appealed from should be confirmed.

The costs here and below may well be in the cause.

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MIDDLETON, J.

JANUARY 4TH, 1915.

BRAZEAU v. BEDARD.

*Judgment—Satisfaction—Trial of Issue—Parties—Sheriff—Solicitor—Injunction.*

Motion by the plaintiff to continue an interim injunction restraining the defendants from paying over a certain sum of money made by the sheriff (a defendant) under an execution issued by the defendant Bedard in a former action of Bedard v. Brazeau.

The motion was heard in the Weekly Court at Toronto on the 30th December, 1914.

E. F. Macdonald, for the plaintiff.

H. E. McKittrick, for the defendants.

MIDDLETON, J.:—The question between the parties is, whether a mortgage given after the date of the recovery of the judgment in the former action was accepted in satisfaction of or as col-