

on the land than to the debt, and can be of importance in an action on the covenant only when by the effect of the merger, other charges or interests have been so let in, that the mortgagee cannot give the mortgagor an opportunity to redeem and reassign to him the full original interest conveyed by the mortgage except on payment of more than the amount due on the mortgage itself.

The case last cited, however, may offer valuable suggestions in the conduct of the present action, the question being, as here, really one of satisfaction, though spoken of as one of merger.

I overrule the demurrer to the amended plea.

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WINNIPEG WATER WORKS CO. v. WINNIPEG STREET  
RAILWAY CO.

(IN APPEAL.)

*County Court appeal.—Certificate of judge.—Evidence “in substance.”*

Accompanying an appeal book upon a County Court appeal was a certificate from the County Judge, that it contained “the evidence in substance taken at the trial.”

*Held.* That the certificate was insufficient, and the appeal was struck out of the list.

This was an appeal from a decision of a County Judge of the County of Selkirk.

The certificate of the judge accompanying the appeal book was as follows: “I certify that the foregoing is a true statement of the cause of action in the suit of The Winnipeg Water Works Co. against The Winnipeg Street Railway Co., numbered 7585, in the County Court of the County of Selkirk, and of the proceedings therein in said court, the evidence in substance taken at the trial or hearing with the objections of counsel and my judgment or decision thereon, and upon the application or applications of either party herein.” The County Courts Act, 50 Vic. c. 9, s. 245, provided, as to procedure on appeals, that the “judge shall certify under his hand the cause of action,