

Held, that the findings of the jury meant that they considered that the plaintiffs had continued the offer of 75 cents on the dollar after the expiration of the 60 days, and that therefore the plaintiffs were entitled only to the 75 cents on the dollar when they received the 64½ cents on the dollar and were now entitled only to the difference, viz., the amount paid into court.

Held also, following *Wheeler v. United Telephone Co.*, 13 Q.B.D. 597, that the judgment of the trial Judge was right in form.

Appeal dismissed with costs.

P. McCarthy, Q.C., for appellants.

Lougheed, Q.C., for respondent.

An appeal has been taken to the Supreme Court of Canada.

In the report of *Morris v. Bentley*, ante p. 47, in the first line of the third paragraph, for "Primrose mortgage" read "plaintiff's mortgage."

NOTHERN ALBERTA JUDICIAL DISTRICT.

SCOTT, J.]

[Jan. 10.

IN RE MARRIAGGI.

Land Titles Act, secs. 93-111—Certificate showing expiration, satisfaction or withdrawal of execution.

This was a reference by the Registrar of Titles of the N.A.L.R. District at Edmonton, under sec. 111 of the "Land Titles Act, 1894."

Marriaggi was the transferee of land at Fort Saskatchewan by transferee through one Peter Coutts. The question submitted was as follows: "The said lands are subject to two certain executions wherein Peter Coutts is the defendant for the respective sums of \$73.51 and \$259.75, and the Registrar has doubts as to whether the document hereunto annexed is a certificate showing the expiration, satisfaction, or withdrawal of said execution, within the meaning of sec. 93 of said Act."

The document referred to was a certificate of the deputy sheriff, and was in the following words: "I, the undersigned, deputy sheriff of Edmonton, do hereby certify that there are no writs of execution in my hands for execution against the lands of Peter Coutts, unless or except as follows: There are in my hands: (1) A writ of execution for the sum of \$73.51, against the lands of Peter Coutts at the suit of the H. B. Co., dated the 18th September, A.D. 1893, marked as follows, 'Renewed for one year from September 18th, 1894, (Sgd.), Alex. Taylor, D.C.S.C.' and not otherwise renewed. (2) A similar writ of execution, but for the sum of \$259.00, dated 24th day of June, 1893, and marked renewed for one year from June 23rd, 1894."

SCOTT, J.:—It must be borne in mind that the only question submitted by the reference is, whether the certificate shows the expiration, satisfaction or withdrawal of the executions referred to. I am of the opinion that it does not clearly show this; unquestionably it does not show their satisfaction or withdrawal, but it was strongly urged by counsel for the transferee and argued pro