

REPORTS AND NOTES OF CASES.

Province of Nova Scotia.

SUPREME COURT.

Graham, E.J.]

DEAN v. McLEAN.

[July 12.]

Promissory note — Illegal transaction — Compromise and forbearance.

The defence to an action on a promissory note was that the money represented by the note was loaned by plaintiff to defendant with knowledge that defendant was about to use it for an illegal purpose, such purpose being the acquiring of shares in a company with intent to make gain by the rise and fall of the shares contrary to the provision of s. 231 of the Criminal Code, there being no real transaction in shares or contemplation of the receipt of shares at the time.

The evidence shewed that plaintiff was aware of the purpose to which the money was to be applied.

Held, that plaintiff could not recover.

2. A person knowing that his claim is illegal cannot by compromising or giving time for payment supply a valid consideration.

3. Defendant setting up his own criminal conduct was not entitled to costs.

R. G. MacKay, for plaintiff. *Rowlings*, for defendant.

Longley, J.]

PRATT v. BALCOM.

[July 20.]

*Deed—Conditions as to retention of possession during grantors lifetime and the payment of money charges subsequently—
Held a deed and not testamentary in its character.*

W. D. B. and wife made and recorded a deed of lands to their two sons E. and C. containing a limitation that the grantor and his wife should retain possession and control of the lands during their lifetime or the life of either of them and charging the land with the payment of certain sums of money to plaintiff and four other persons named after the death of the grantors. W. D. B. survived the making of the deed for a period of twenty