

As we have intimated we should say clearly not, his affidavit is on the files shewing his defence, and, moreover, he has sworn to its truth. The technical practitioner may say, "Oh! but an affidavit is not a defence," to which we would reply, "Neither is an appearance a statement of defence," but, nevertheless, when a defendant embodied in his appearance a notice that he disputed the plaintiff's claim, the Divisional Court held that such statement could not be treated as nugatory and a judgment signed in default of defence was set aside as irregular: *Voight v. Orth*, 5 O.L.R. 443.

It would seem to be *à fortiori* where a defendant has placed on the files of the court an affidavit setting forth his defence and swearing to its truth, that it could not be disregarded, and on the contrary, it would be the merest technicality and without any shadow of justice to say that a plaintiff might, in such circumstances, sign judgment because the defendant did not think fit to put in an unsworn statement to the same effect as that disclosed by his affidavit.

It is we are informed a well authenticated fact that the learned Chancellor just before his elevation to the Bench was called on to advise how the following answer to a bill for foreclosure was to be regarded.

"In Chancery,

Between Henry Hart, Plaintiff,

and

John Brooke, Defendant.

Please enter in the Master's Book,  
That I the said defendant Brooke  
Dispute the claim of Henry Hart,  
As to the whole and every part.  
Acacia Cottage still is mine,  
As surely as the sun doth shine,  
No cruel Chancery suit shall blot,  
The sacred memories of that spot.

JOHN BROOKE,

Defendant, Poet."