

MANITOBA.

COURT OF QUEEN'S BENCH.

Full Court.]

[October 14.]

WATEROUS v. JONES.

Statute of Frauds—Written guarantee.

The plaintiffs sued the defendant upon a written guarantee in these words :

High Bluff, Sept. 1st, 1887.

I, James P. Jones, Thresher, hereby agree to become responsible for the debt contracted by James Jones to the Waterous Engine Works Co'y, Ltd., of Winnipeg, the said debt being past due notes and accounts and interest due on the Champion Engine and Separator purchased by him the said James Jones and C. Neelands under the terms and conditions of their the said Waterous Engine Works contract and agreement, all of which terms and conditions I hereby agree to abide by.

JAMES P. JONES [Seal].

Witness—Geo. Erb.

Held, per KILLAM, J., that the plaintiffs could not sue upon the alleged agreement as a covenant, not being named therein as covenantees—there not being sufficient mention of the plaintiffs, or of the time where the agreement was to be performed and hence within the Statute of Frauds.

Verdict for defendants.

A. E. McPhillips, for plaintiffs.*Culver*, Q.C., and *Cooper*, for defendants.

The plaintiff appealed.

Held, That from the wording of the instrument the meaning must be that the defendant became responsible to some one not named for James Jones' debt, but if the plaintiffs are named in the instrument, and without doing much violence to the rules of construction, it may be read to mean that the defendants became responsible to them, (*Williams v. Lake*, 29 L.J., Q.B. 1, distinguished.)

Held, That evidence of the surrounding circumstances will be looked at in the case of guarantees to enable the court to ascertain the meaning of an ambiguously worded instrument. *Newell v. Radford*, L.R. 3 C.P. 52 ; *Heffreed v. Meadow*, L.R. 4 C.P. 595 ; *Vandeburg v. Spooner*, L.R. 1 Ex. 316.

Appeal allowed with costs.

Ewart, Q.C., and *McPhillips*, for appellants.*Culver*, Q.C., and *Cooper*, for defendants.

Appointments to Office.

REGISTRARS OF DEEDS.

District of Parry Sound.

Thomas Kennedy, of the Town of Parry Sound, in the District of Parry Sound, Esquire, to be Registrar of Deeds in and for the said District of Parry Sound, in the room and stead of Arthur Starkey, Esquire, resigned.

District of Algoma.

Robert Adam Lyon, of the Village of Michael's Bay, in the District of Manitoulin, Esquire, to be Registrar of Deeds in and for the District of Algoma, in the room and stead of Charles James Bampton, Esquire, deceased.

LOCAL MASTER.

County of Perth.

John Elley Harding, of the City of Stratford, in the County of Perth, Esquire, one of Her Majesty's Counsel learned in the Law for the Province of Ontario, to be Local Master for the said County of Perth, in the room and stead of His Honor Judge Lizars, resigned.

DISTRICT ATTORNEY AND CLERK OF THE PEACE.

District of Muskoka and Parry Sound.

Thomas Johnson, of the Town of Gravenhurst, in the District of Muskoka, Esquire, Barrister-at-Law, to be District Attorney and Clerk of the Peace in and for the United Provisional Judicial District of Muskoka and Parry Sound, in the room and stead of Alexander Aird Adair, Esquire, resigned.

COMMISSIONERS FOR TAKING AFFIDAVITS FOR USE IN ONTARIO.

City of Montreal.

Ronzo Heathcote Clerk, of the City of Montreal, in the District of Montreal and Province of Quebec, Esquire, to be a Commissioner for taking affidavits within and for the said City of Montreal, and not elsewhere, for use in the Courts of Ontario.

County of London, (England.)

George Kirk, of No. 1a Paternoster Row, in the City of London, and County of London, in that part of the United Kingdom of Great Britain and Ireland called England, Gentleman, Solicitor, to be a Commissioner for taking affidavits within and for the said County of London, and not elsewhere, for use in the Courts of Ontario.