

## Province of Manitoba.

### KING'S BENCH.

Macdonald, J.] THOMPSON v. BALDRY. [Jan. 8.

*Injunction—Promissory notes obtained by fraud—Negotiation of—Affidavit evidence on motion to continue injunction until hearing.*

A defendant may be restrained by injunction from negotiating promissory notes obtained from the plaintiff by false representations, and the plaintiff will not necessarily be left to his remedy for damages even though he might be compensated thereby.

On a motion to continue an interim injunction until the hearing, an affidavit of the plaintiff that he believes and fears that the defendant will negotiate the notes, unless restrained, etc., is sufficient without stating the grounds of such belief, as the allegation of fear of negotiation remains. *In re Young*, [1900] 2 Ch. 753, distinguished.

*Swift*, for plaintiff. *Foley*, for defendants.

Macdonald, J.] COLE v. CROSS. [Jan. 8.

*Vendor and purchaser—Incumbrance—Caveat filed after certificate of title under Real Property Act—Costs.*

The defendant agreed to sell the land in question to the plaintiffs' assignor and, upon payment of the purchase money, to convey the land "to the purchaser by a transfer under the Real Property Act or a deed without covenants other than against incumbrances by the vendor," and the purchaser agreed to accept the title of the vendor and that he should not be entitled to call for the production of any abstract of title or proof or evidence of title or any deeds, papers or documents relating to the said property other than those then in the possession of the vendor. The defendants had a clear certificate of title for the property, except that there was indorsed upon the duplicate sent to him a caveat filed by one Latzke after the issue of the original certificate.

*Held*, that the plaintiffs were not entitled, upon tender of the balance of the purchase money, to demand from defendant