

Province of Prince Edward Island.

SUPREME COURT.

Sullivan, C.J.]

HAYDEN v. GOODSTEIN.

[Aug. 1.

*Practice—Affidavit to hold to bail—Jurat irregular.*

This was an application to set aside a bailable writ, and to discharge the defendant from custody on several grounds, inter alia, that the affidavit to hold to bail was insufficient, because the jurat was irregular in that it did not disclose before whom the affidavit was sworn. In other words the word "me" was left out after the word "before." The jurat was as follows: "Sworn before at Charlottetown in Queen's County, etc." concluding in the usual form, and signed by a commissioner. The plaintiff resisted the application on the authority of *Martin v. McCharles*, 25 U.C.Q.B. 279, in which a jurat identical with this was held to be good. The defendant cited *The Queen v. Bloxam*, 6 Q.B. 528 and *Archibald v. Hubley*, 18 Duval 116.

*Held*, that the jurat was insufficient.

*Martin v. McCharles*, not followed.

*McLean*, Q.C., and *J. T. Mellish*, for plaintiff. *J. A. McDonald* and *G. S. Inman*, for defendant.

COUNTY COURT.

Queen's Co.]

CLARK v. PAYNTER.

[July 23.

*Bills and notes—Consideration.*

Action on promissory note. Defence that the note was given for a debt due by defendant's father, who had died intestate, and to whose estate no administration was taken. There was no person who could be sued for the original debt, and defendant was in no sense liable for it, and the note was, therefore, without consideration. Judgment for defendant with costs.

*D. A. McKinnon*, for defendant.

Province of Manitoba.

QUEEN'S BENCH.

Full Court.] GRAHAM v. BRITISH CANADIAN LOAN, ETC., CO. [June 27.

*Principal and agent—Constructive notice—Fraud—No lien for taxes paid by mortgagees when mortgage declared fraudulent and void.*

Appeal by plaintiffs from the part of that decree of TAYLOR, C. J., noted ante p. 47, giving defendants a lien for taxes allowed with costs on the ground that there is no rule of law or equity enabling the Court to give a party relief who without any interest in the property voluntarily pays money to preserve or protect it. *Falke v. Scottish Imperial Ins. Co.*, 34 Ch. D. 234; *Leslie v. French*, 23 Ch. D. 552, followed.