

that a sale resulted from this introduction. The appeal was allowed.

I can find nothing in the case when the facts are examined at all adverse to the view I take in the present case.

I think the appeal should be allowed and the action dismissed both with costs.

HON. SIR WM. MEREDITH, C.J.C.P. and HON. MR. JUSTICE KELLY, agreed.

DIVISIONAL COURT.

AUGUST 20TH, 1912.

RENAUD v. THIBERT.

3 O. W. N. 1649; O. L. R.

Division Courts—Increased Jurisdiction under 10 Edw. VII., c. 32, s. 62—Ascertainment of Amount—Proof of Documents, etc.

DIVISIONAL COURT *held*, that s. 62 of Division Courts Act, 10 Edw. VII., c. 32, providing that an amount is not to be deemed to be ascertained where it is necessary for the plaintiff to give other and extrinsic evidence beyond the production of the document and proof of the signature to it, has reference to the proof of defendant's liability and not of plaintiff's title, and, therefore, where a plaintiff found it necessary to give extrinsic evidence to prove that an assignment by him of a mortgage was by way of security only though absolute in form, this circumstance did not oust the jurisdiction of the Division Court.

An appeal from a judgment of the Junior Judge of the County Court of the county of Essex in favour of the plaintiff for \$260, in a Division Court action, upon a covenant in a mortgage made by defendant to plaintiff.

The appeal to Divisional Court was heard by HON. SIR WM. MEREDITH, C.J.C.P., HON. MR. JUSTICE TEETZEL and HON. MR. JUSTICE KELLY.

J. H. Rodd, for the defendant, appellant.

F. D. Davis, for the plaintiff, respondent.

HON. MR. JUSTICE TEETZEL:—The mortgage had been assigned by the plaintiff to one Meloche, by an assignment absolute in form, but which, as the learned Judge found, was not intended to be absolute but a collateral security only for an advance by Meloche, who was made a defendant in the action.

At the trial plaintiff produced a document purporting to be a reassignment of the mortgage from Meloche to