

IN THE SUPREME COURT OF THE NORTH-WEST TERRITORIES.
NORTHERN ALBERTA JUDICIAL DISTRICT.

BETWEEN

No. 1089

LEJEUNE, SMITH & CO., ET AL, Plaintiffs,

AND

T. B. LAFFERTY, ET AL, Defendants.

AND

No. 1186

LEJEUNE, SMITH & CO., ET AL, Plaintiffs,

AND

T. B. LAFFERTY, ET AL, Defendants.

10

J. B. Smith, Q.C., for Plaintiffs

N. D. Beck for Defendants

The examination of Thos. B. Lafferty taken before me, Edwin R. Rogers, under an appointment dated the 23rd day of April, A. D. 1891, this 27th day of April, A. D. 1891.

THOS. B. LAFFERTY being sworn was examined by J. B. Smith. I am one of the defendants in this action. In the first count this is the note sued on. I know the other signatures, they are of the other defendants. Exhibit A. The signature T. B. Lafferty is mine. Exhibit B. That is my signature on exhibit B and the signature of my co-defendants. Exhibit A was given as a renewal of exhibit B. The plea No. 1 in my Statement of Defence paragraph 1 is
20 not correct. The second plea I have not any knowledge of. In paragraph 3 I have no knowledge whether or not the contents of said paragraph are true. The 4th plea in 4th paragraph is not true so far as I know. I have not paid the note and I don't know whether A. C. Sparrow has or not. The 5th paragraph of the Defence I do not know if it is true or not. I have not any knowledge as to the truth of paragraph 7 in suit 1186 and paragraph 9 in suit 1089. Referring to paragraph 9 in 1186 and paragraph 11 in suit 1089 the note of \$664.50 dated 8th May, 1890 was given to secure four notes of \$313.50, \$100.00, \$171.00 and \$80.00. The renewal exhibit A was a renewal of exhibit B and given for the same purpose, that is of securing the same four notes or their then current renewals. Exhibit B was given as collateral security for the four notes already mentioned.

30 Q. Did you intend to give LeJeune, Smith & Co. additional security for the payment of the \$664.50 represented by the four notes above-mentioned, when you gave exhibit B. Was that the purpose for which it was given?

A. I don't see that I can alter my last answer. I gave it for those four notes above mentioned. Pencil writing on exhibit B is in my handwriting and signed by me. If LeJeune, Smith & Co. held more notes against me at that time than the four notes mentioned, the memorandum is broader than I intended it or was even understood by LeJeune, Smith & Co. My explanation is as follows: The day I went into LeJeune, Smith & Co.'s office about exhibit B