

Full Court.]

NASS v. OVERSEERS OF THE POOR.

[May 6.

Overseers of the poor—Liability for support of pauper chargeable to district —“Expenses necessarily incurred”—Notice—Effect of—Held to include infant child not specially mentioned.

Defendants declined to pay expenses incurred by plaintiff in connection with the support and maintenance of C. and her infant child, paupers chargeable to the district, on the ground that the paupers in question had been placed with D. by the overseers and that they were removed by plaintiff from the house where they had been placed to his own house without the knowledge and consent of the overseers.

Held, assuming this to be the case and that plaintiff had acted improperly in connection with the removal of the paupers he was under no obligation to support them any longer than he choose to do, that the paupers remained chargeable to the district, and that defendants after notice from plaintiff must remove the paupers and provide for them, or pay all charges thereafter necessarily incurred for their support.

Held, 1. The care of C. while ill and confined to bed, charges for medical attendance, and expenses of burial were all necessary expenses for which plaintiff was entitled to recover.

2. “Medical attendance” was an expense necessarily incurred for which plaintiff was entitled to recover, although he had not actually paid the bill, such attendance having been furnished at plaintiff's request and on his responsibility.

3. The notice given by plaintiff to the overseers to provide for C. must be held to apply to and include her infant child, who to defendant's knowledge was living with her, although the child was not specifically mentioned in the notice.

McDONALD, C.J., dissented.

Jas. A. McLean, K.C., for appellants. *Wade*, K.C., for respondent.

Province of Manitoba.

KING'S BENCH.

Richards, J.]

WINTERS v. MCKINSTRY.

[April 16.

Mortgage and mortgagee—Sale under power in mortgage—Service of notice —Fraudulent sale—Constructive notice—Solicitor's knowledge when imputed to client—Purchaser for value without notice.

The plaintiff was the owner of the land in question, subject to a mortgage to the defendant McK. to secure \$140 and interest which fell due on 1st December, 1900, and lived on it until January, 1901. He then moved away and, after remaining a short time at his father's house, left the