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**Province of Nova Scotia.**


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**SUPREME COURT.**


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Sir Charles Townshend, C.J.]

[Nov. 28.

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**IN RE DEBLAIR'S ESTATE.**
*Concurrent jurisdiction of Supreme and Probate Courts.*

In the administration of estates the jurisdiction of the Supreme Court is concurrent with that of the Probate Court, and in matters of difficulty or importance it is desirable that questions should be dealt with in a summary way under the procedure in the Supreme Court, but where the application is needless or the amount small, costs will be refused.

*Rogers, K.C., for executors. Roscoe, K.C., for creditors.*

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Full Court.]

**GORMLEY v. DEBLOIS.**

[Dec. 14.

*Absent or absconding debtor—Prior and subsequent attachers—Right of latter to avail themselves of Statute of Limitations.*

Under the provisions of O. 46, r. 6, which provides that a subsequent attacher may dispute the validity and effect of a previous writ of attachment on the ground that the sum claimed was not justly due, or was not payable when the action was commenced, the subsequent attacher may take the ground that the debt was barred by the Statute of Limitations as an answer to the claims of the previous attacher.

Where this is made to appear the Court will order the writ of attachment and also the judgment to be set aside.

*D. Owen, for appellants. Roscoe, K.C., for respondent.*

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Full Court.]

**MARITIME GYPSUM Co. v. REDDEN.**

[Dec. 14.

*Contract—Action for money paid—Failure of consideration—Party's own default—Agreement not pleaded—Appeal.*

A party is not entitled to recover back money paid for a consideration which has failed, where the failure has been caused by the party's own default.