

renewals thereof. It contained no covenant or promise to pay the debt. Later defendant gave plaintiffs his notes for the respective instalments.

This action was brought on the notes and also on the sealed instrument to recover the amount of the debt and interest. At the trial, plaintiffs were unable to prove the making of the notes sued on.

*Held*, that a covenant or provision to pay the debt could not be implied from the terms of the sealed instrument, the effect of which was only to furnish security for the debt on the land. The acknowledgment of the debt and the manner of payment were stated merely as a ground for the giving of such security and the instrument created no personal liability to pay.

*Waterous Engine Works Co. v. Wilson*, 11 M.R. 287, distinguished.

Action dismissed with costs.

*Hudson*, for plaintiffs. *Phillipps*, for defendant.

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## Province of British Columbia.

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### SUPREME COURT.

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Full Court.]

[Nov. 6, 1906.

ROLFE v. CANADIAN TIMBER CO.

*Master and servant—Company—Liquidation of, operating as a discharge of servants.*

Plaintiff was engaged as accountant for the defendant company in the spring of 1904. In August of the same year the trustee for the debenture holders seized the company's property, and after transferring to the trustee the books of the company, plaintiff continued in the service of the trustee until November, 1905, when he was dismissed, and brought an action against the company for wrongful dismissal, on the ground that the seizure by the debenture holders was a mere shuffle and that the business was in reality continued by the company.

*Held*, 1. reversing *Forin, Co. J.*—That there had been