land on tender of the amount ascertained to be due, judgment should be entered for the defendant with costs; and if the defendant failed to redeem then the plaintiff should have judgment for the amount due upon re-conveying the land to the defendant.

Held, 3. Plaintiff should, if she desired, have a strict foreclosure barring the defendant's equity of redemption without reconveying the land.

Drysdale, Q.C., and *Fulton* for plaintiff. *Harris*, Q.C., for defendant.

New Brunswick.

SUPREME COURT.

Full Court.] EX PARTE BLACK. [June 10.

Garnishee—Attaching Order against Legacy—Assignment—Fraudulent Conveyance.

The applicant, a judgment creditor of T. E. M., who was legatee under the will of C. M., obtained an attaching order against moneys in the hands of E. M., executor of the will, which attaching order the judge of the County Court subsequently rescinded on the ground that the judgment creditor had assigned his estate to his father. The judgment creditor claimed, and offered evidence tending to shew, that the assignment was fraudulent.

Held, on a motion to make absolute an order nisi for certiorari to remove the rescinding order, that nothing could be attached except what the debtor could himself dispose of, and, though the assignment was fraudulent, yet, as it was good between the parties, it was good against a judgment creditor seeking to attach.

F. St. J. Bliss, in support of rule. *R. W. McLellan*, contra.

Full Court.] BELL *v.* BELL. [June 9.

Divorce Hearing—Witness—Future Rewards and Punishment.

The judge of the Divorce Court refused to receive the evidence of a witness who was offered on behalf of the defendant, and who swore that, although he thought there was a God, he did not think there was any Hell, and would not say that he believed in future rewards and punishments.

Held, that the rejection of the witness was not improper.

Gregory, Q. C., in support of appeal. *Currey*, Q. C., and *A. H. Hanington*, Q. C., contra.