Page 472. at the end of note intitled, "*First—equitable pleas allowed,*" *add* "B's wife had contracted a debt before marriage. After his marriage B. and his wife borrowed moneys on B.'s bond to pay off that debt, and then mortgaged to C. lands which B. and his wife held in fee in right of the wife to raise money to discharge the bond. On the wife's death C. as her heir at law became entitled to the equity of redemption, having before by the mortgage acquired the legal estate. In an action by C. against B. on his covenant in the mortgage deed for payment of the sum of money secured, the foregoing facts were held to be a good equitable defence.—Gee v. Smart, 29 L. T. Rep. 278. Where an equitable plea has been allowed by a Judge, the Court will not strike it out merely because it is doubtful whether it discloses a right to absolute and unconditional relief in equity.—Elliott v. Mason, 26 L. J. Ex. 175.

Page 473, 2d col., at the end of the 6th line from the bottom, *add* "Where a defendant was under terms to take short notice of trial, and it was proposed to plead certain equitable pleas setting up a cross claim, the Court held that the pleas were inconsistent with the terms, and refused, therefore, to allow the pleas permitting the defendant to bring cross actions.—Atterbury v. Moore. 29 L. T. Rep. 128. To a declaration on scl. fa. against a shareholder of a Company the defendant pleaded that he was requested by plaintiff and others to become a transferee in the Company as the nominee for A and B, and for their benefit, and upon the representation of the plaintiff and others that he should incur no responsibility on account of such shares—that relying on such representations he became a transferee of the said shares—that he never had any interest in the shares except as such nominee, &c.—that the said Company and the scheme thereof was entirely abandoned, and no profit was ever acquired by the said Company—that the plaintiff well knew the circumstances under which the defendant became a transferee—and is now inequitably and fraudulently striving to make the defendant liable as a shareholder of the Company. *Held* bad on demurrer. because it contained no allegation that the representation stated to have been made to the defendant was fraudulent, or that there was an agreement that the defendant should be indemnified from all liability to show anything which could be construed as an estoppel to prevent the plaintiff to maintain his action.—Bell v. Richards, 29 L. T. Rep. 184; see also Balfour v. The Eaton Fire Assurance Co., 3 Jur. N. S. 304. To an action on a bill of exchange against the acceptor, the Court refused leave to plead an equitable plea that the bill was accepted on a distinct promise by plaintiff that if the defendant would pay certain discount the plaintiff would renew from time to time until the defendant was of ability to meet the bill.—Flight v. Gray, 4 Jur. N. S. 131."

Page 474, at the end of note *r add* "Where a defendant pleads an equitable plea alone he may possibly have a right to do so without the leave of the Court; but where the application to plead such plea is an appeal from the decision of a Judge at Chambers on a summons to add pleas the allowance of such pleas is in the discretion of the Court to be exercised with reference to all the circumstances under which the application is made.—Atterbury v. Jarvie, 26 L. J. Ex. 176, 29 L. T. Rep. 123."

Page 476, 1st col., line 4, *erase* (*v*), and *substitute* (*w*), and at the end of note *w add* "And *semble* it was not meant by the C. L. P. A. that replications on equitable grounds should be allowed where the matters therein stated disclose that the foundation of the plaintiff's claim is of a purely equitable character.—Per Bramwell B. in Hunter v. Gibbons, 26 L. J. Ex. 1, 28 L. T. Rep. 290. A replication on equitable grounds setting up matters, which, if they had been alleged in the declaration would have rendered the declaration demurrable is bad.—Reis et al. v. The Scottish Equitable Life Assurance Co., 29 L. T. Rep. 113."

Page 477, 1st col., line 18, *after* "1282" *add* "26 L. J., Ex. 1, 28 L. T. Rep. 290."

Page 479, at the end of note *x add* "In an action on a policy of insurance defendants pleaded that the life insured had gone beyond the seas contrary to the terms of the policy, and so vitiated it. Plaintiff proposed to reply on equitable grounds—first, facts showing that at the time of the making of the policy it was expressly agreed that the policy should not be vitiated by the life insured going to places out of Europe; secondly, leave and license to go to places out of Europe. Leave to reply as in the first replication was refused, but granted as in the second.—Reis et al. v. The Scottish Equitable Life Assurance Co., 38 L. T. Rep. 113. The Court cannot deal with an equitable replication which sets up a term of years which *ought to be* surrendered as it has no power to order a surrender.—Goreby v. Goreby, I H. & N. 144."

Page 484, 2d col., line 4, *after* "396" *add* "Makens v. Steel et al., 29 L. T. Rep. 161."

Page 488, at the end of note *s add* "In an action on a bill of exchange alleged to be lost the Court will not stay proceedings until an indemnity be given by plaintiff to defendant. defendant being willing to pay the debt and costs.—Arrangum v. Schoofield, 1 H. & N. 494, 28 L. T. Rep. 105."

Page 494, at the end of note *g add* "An application for discharge must be supported by an affidavit of the turnkey (if the gaoler employ one) that the money has not been paid.—Carpenter v. Tout, 3 U. C. L. J. 151. If the gaoler do not employ a turnkey the affidavit of applicant should show the fact.—*Ib.*"

Page 523, at the end of note *a erase* the following: "Of this N. R. 146, as compared with s. xiii. of C. L. P. A. 1856, is an example.

Page 552, 2d col. line 18, *after* "earliest" add "English," and in line 21 *erase* "is not in a position" and *substitute* "does not think it necessary in this place."