

<u>CASE NO.</u>	<u>VOL. NO.</u>	<u>PAGE</u>
Credit Union Atlantic Limited, a body corporate	- and -	Wendy Roy
(Appellant)		(Respondent)
CA 179574	Halifax, N.S.	Oland, J.A. (Orally)

Citation: [*Credit Union Atlantic Ltd. v. Roy*, 2002 NSCA 126]

APPEAL HEARD: October 15, 2002

JUDGMENT DELIVERED: October 15, 2002

WRITTEN RELEASE OF ORAL: October 16, 2002

SUBJECT: Mortgages - Guarantee and Surety - Termination

SUMMARY: The respondent gave the appellant a mortgage collateral to a line of credit loan agreement between her husband and the appellant. The husband subsequently signed a second such loan agreement. After examining all three documents, the trial judge determined that the first loan agreement had expired, the second did not renew or substitute for the first, and the respondent's liability under the collateral mortgage was discharged as the line of credit revolved. In his opinion, the second loan agreement was not an alteration referable to the guaranteed obligation, but if it had been he would have found that it was a material alteration made without the consent of the respondent surety.

ISSUE: Whether the trial judge erred in law or committed any overriding or palpable error in his conclusions on matters of fact.

RESULT: Appeal dismissed with costs.

This information sheet does not form part of the court's judgment. Quotes must be from the judgment, not this cover sheet. The full court judgment consists of 1 pages.