

*Jarvis v. Great Western R.W. Co.*, 8 C.P. 280, and *Stevenson v. City of Kingston*, 31 C.P. 333, followed.

Decision of *BOYD, C.*, 16 P.R. 346, reversed.

*J. W. Nesbitt*, Q.C., for the plaintiffs.

*C. D. Scott* for the defendant Scott.

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Chy. Div'l Court.]

[March 2.

CAMPBELL *v.* ELGIE.

*Stay of proceedings—Costs of former action unpaid—Security for costs—Rules 3, 1243.*

The practice by which, when the defendant's costs of a former action for the same, or substantially the same, cause were unpaid, the defendant was entitled to have the later action stayed until they should be paid is now superseded by the effect of Rule 3, the defendant's only remedy being to apply under Rule 1243 for security for costs in the second action.

*W. E. Middleton* for the plaintiff.

*Kilmer* for the defendant Elgie.

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BOYD, C.]

[March 12.

MCCARTHY *v.* TOWNSHIP OF VESPRE.

*Pleading—Striking out defence—Notice of action—Municipal corporation—R.S.O., c. 73.*

A municipal corporation is not entitled to notice of action under the Act to protect Justices of the Peace and others from Vexatious Actions, R.S.O., c. 73.

*Hodgins v. Counties of Huron and Bruce*, 3 E. & A. 169, followed.

Defence of want of such notice struck out upon summary application.

*Pepler*, Q.C., for the plaintiff.

*Creswicke* for the defendant.

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BOYD, C.]

[March 16.

BANK OF HAMILTON *v.* GEORGE.

*Pleading—Striking out—Rule 1322 (387)—Action on promissory note—Defences.*

Upon a summary application under Rule 1322 (387) to strike out defences on the ground that they disclose "no reasonable answer," the court is not to look upon the matter with the same strictness as upon demurrer; a party should not be lightly deprived of a ground of substantial defence by the summary process of a judgment in chambers.

And in an action upon a promissory note, defences of payment, estoppel by conduct, and a claim for equitable protection arising out of agreement, were allowed to remain on the record.

*C. D. Scott* for the plaintiffs.

*J. W. McCullough* for the defendants.