

answer to a demand for particulars, the plaintiff's solicitor wrote to the defendant's solicitor stating that he had given all the information the plaintiff had, the names of the others to whom the words were spoken not being known to him, and the plaintiff, when a motion for particulars was made, deposed on affidavit to the same facts.

An order of a Master requiring the plaintiff to furnish particulars of all the persons within his knowledge to whom, the places where, and the times when the words were spoken, was affirmed by a Judge in Chambers, but reversed by a Divisional Court.

*Held*, that the plaintiff having given all the information in his possession, and the defendant not having sworn that she could not plead without further particulars, or that she was ignorant of what occasion was complained of, it was useless and unnecessary to order the particulars.

*Thornton v. Capstock*, 9 P.R. 535, approved.

*William Stewart* for the plaintiff.

*A. H. Marsh*, Q.C., for the defendant.

Chy. Div'l Court.]

[Feb. 15.

IN RE CENTRAL BANK OF CANADA.

WATSON'S CASE.

*Judgment debtor—Re-examination of—Rule 926—Special grounds.*

The order and decision of *BOYD, C.*, 15 P.R. 427, affirmed on appeal.

*W. R. Riddell* for the appellant.

*Pattullo* for the respondent.

Q.B. Div'l Court.]

[Feb. 15.

MERCHANTS NATIONAL BANK OF CHICAGO v. ONTARIO COAL CO.

*Summary judgment—Rule 739—Promissory note—Incorporated company—Accommodation note—Presumption of value—Conditional leave to defend—Payment into court.*

In an action upon a promissory note the only fact shown by the defendants, an incorporated company, as the basis of a defence, was that they made the note for the accommodation of one of their directors. They did not show that the plaintiffs were not holders for value in due course without notice; while the plaintiffs swore that the note was discounted before maturity in the usual course of their banking business; and it was admitted that one of the trustees for the defendants, who were insolvent, had offered to the plaintiffs the compromise of fifty cents on the dollar which the undoubted creditors were accepting.

*Held*, upon a motion for summary judgment under Rule 739, that the defence alleged was not founded upon any known facts, but was mere guess-work, and, unless the defendants paid into court a substantial portion of the plaintiffs' claim as a condition of being allowed to defend, the motion should be granted.