

probably or even possibly ought to be tried by a jury, the motion should be dealt with at the trial. This would probably lead to a motion for change of venue. The learned Judge was quite satisfied that this was a case which could be better tried by a Judge alone. Order striking out the jury notice with costs. R. U. McPherson, for the plaintiffs. W. D. McPherson, K.C., for the defendants. R. C. H. Cassels, for the third parties.

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RE SOLICITOR—LENNOX, J.—MARCH 8.

*Solicitor—Costs—Taxation—Appeal.*]—Appeal by the client from the certificate of the Local Registrar at Stratford upon the taxation of a bill of costs rendered by the solicitor. The learned Judge considered the bill, and was of opinion that the total amount taxed should be reduced by \$145. No costs. H. S. White, for the appellant. The solicitor in person.

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LEITCH BROTHERS FLOUR MILLS LIMITED v. DOMINION BAKERY CO.—MASTER IN CHAMBERS—MARCH 10.

*Summary Judgment—Motion for—Action for the Price of Goods Sold and Delivered — Disputed Facts — Refusal of Motion.*]—Motion by the plaintiffs for summary judgment in an action to recover \$1,323.15, the balance of an account for goods sold and delivered. In the affidavit of the manager of the defendants filed with the appearance, it was said that the defendants made a contract with the plaintiffs on the 27th August, 1914, for the supplying of certain goods at prices mentioned in the contract. The plaintiffs asserted that the order for the goods was taken by their agent subject to confirmation, and that they never confirmed it. The defendants, on the other hand, produced an invoice dated the 4th November, 1914, for goods which they said were ordered and delivered in accordance with the terms of this contract. On the 22nd January, 1915, the plaintiffs demanded payment of the balance due them, which, the defendants admitted, amounted at that time to \$1,323.15. The plaintiffs contended that the correct amount due was \$1,556.90. The defendants' manager in his affidavit swore that it was arranged between the plaintiffs and the defendants that, in consideration of the cancellation by the defendants of the contract of the 26th August, 1914, the plaintiffs would accept \$25 every two weeks in full settlement of their claim against the defendants until the