

Canadian Bank v. Lockman (1877), 7 P.R. 102, Klein v. Union Fire Insurance Co. (1883), 3 C.L.T. 602, Verral v. Hardy (1889), 9 C.L.T. Occ. N. 310, and many subsequent cases, it was plain that this motion should have been made in Chambers and not in Court. It was also plain that, if the judgment creditor sought relief on the ground of unsatisfactory answers, the notice of motion should particularise the answers complained of: Foster v. Van Wormer (1888), 12 P.R. 597.

The defendant, by his counsel, now undertook to attend at his own expense and submit to answer all proper questions. This undertaking being complied with, the motion to commit should be refused; but, having regard to all the circumstances and to the considerations mentioned above, the dismissal should be without costs.

MASTEN, J.

NOVEMBER 18TH, 1919.

POSTMASTER-GENERAL OF CANADA v.
CHONA ELIEFF.

Receiver—Sale of Goods Purchased by Defendant—Disposition of Proceeds—Payment into Court—Reference for Ascertainment of Persons Entitled—Creditors—Injunction.

Motion by the plaintiff for judgment on the statement of claim in default of defence.

The motion was heard in the Weekly Court, Toronto.

M. L. Gordon, for the plaintiff.

The defendant was not represented.

MASTEN, J., in a written judgment, said that the relief craved by the statement of claim was as follows:—

“(1) Payment of the sum of \$1,934.81, together with interest thereon at the rate of 5 per cent. per annum from the 15th April, 1911.

“(2) An injunction restraining the defendant, his servants or agents, from disposing of certain goods and chattels.

“(3) That the Sheriff of the City of Toronto be appointed receiver to get in and sell all the goods and chattels purchased by the defendants, and that the said Sheriff do sell and dispose of the said goods and chattels by private sale or public auction, as he may think best, without exempting therefrom any articles in pursuance of the Execution Act.