

so pay or arrange, and the mortgagee threatened to take possession. The action was tried without a jury at Toronto. The learned Judge set out the facts in a written judgment and found that the plaintiff had made the representation charged with regard to the \$100; that it was material; and, therefore, that the action failed. The defendant gave a promissory note to the plaintiff for \$130, but, in the circumstances, was not liable thereupon. Judgment dismissing the action without costs, and declaring the defendant not liable to the plaintiff upon the promissory note. F. D. Rielly, for the plaintiff. Joseph Montgomery, for the defendant.

MARTENS V. ASLING—KELLY, J., IN CHAMBERS—JUNE 6.

Parties—Order Adding Defendant—Discharge of Added Defendant upon Payment into Court of Moneys in Question in Action.—Appeal by the defendants Asling and Doherty from an order of the Master in Chambers refusing to set aside a former order adding the Toronto Stock Exchange as a defendant. The following order was made by KELLY, J.:—Order that the defendant the Toronto Stock Exchange may, within four days after service of this order upon it, pay into Court the proceeds of the sale of the seat (on the exchange) in question, less its costs of the action (including its costs of this appeal and paying in), and on such payment the action shall be dismissed as against it, and the appeal by the other defendants be dismissed with costs to the plaintiffs against such other defendants. Should the defendant the Toronto Stock Exchange not pay in as above mentioned, this appeal is to be dismissed with costs against the defendants Asling and Doherty. P. White, K.C., for the defendants Asling and Doherty. R. C. H. Cassels, for the defendant the Toronto Stock Exchange. F. Arnoldi, K.C., for the plaintiffs.