

to the County Court of Prince Edward. The action was brought upon promissory notes alleged to have been indorsed by the defendant and for the price of separators. The defence was that the defendant did not indorse the note, and that the separators bought were useless. The Master refers to and distinguishes *Empire Cream Separator Co. v. Pettypiece*, 13 O. W. R. 740, 902; and makes the order for transfer, following *Gardiner v. Beattie*, 6 O. W. R. 975, 7 O. W. R. 136, and saying that the evidence as to defects in the separators will be found at or near Picton. Costs in the cause. Featherston Aylesworth, for the defendant D. G. Galbraith, for the plaintiffs.

---

RE ELLIS AND TOWN OF RENFREW—DIVISIONAL COURT—  
SEPT. 20.

*Municipal Corporations—Local Option By-law—Voting.*]—An appeal by A. A. Ellis from the order of RIDDELL, J., 21 O. L. R. 74, 1 O. W. N. 710, dismissing the appellant's motion to quash a local option by-law. The Court (BOYD, C., LATCHFORD and MIDDLETON, JJ.) dismissed the appeal with costs, following the decision of a Divisional Court in *Re Schumacher and Town of Chesley*, 21 O. L. R. 522, 1 O. W. N. 1041. Leave to appeal to the Court of Appeal granted. W. M. Douglas, K.C., and J. E. Thompson, for the appellant. W. E. Raney, K.C., and S. T. Chown, for the respondents.

---

DANCEY V. WIGHTON—MASTER IN CHAMBERS—SEPT. 21.

*Default Judgment—Motion to Set aside—Order Directing Trial of Issue—Security for Costs.*]—Motion by the defendant Dymond to set aside a default judgment signed in June, 1905. The applicant alleged that he was never served with the writ of summons, and suggested that another person, with a similar name, had been served by mistake for him. The affidavits being conflicting, the Master directs that, upon the applicant giving security for costs within two weeks, an order shall go, as in *George v. Green*, 13 O. L. R. 189, 14 O. L. R. 578, for the trial of an issue, in which the applicant shall be plaintiff and Dancey defendant, as to whether the applicant was served with the writ or not. In default of such security, the motion will be dismissed with costs. John MacGregor, for the applicant. M. Grant, for the plaintiff.