

UNION BANK OF CANADA v. AYMER—MASTER IN CHAMBERS—
FEB. 24.

Summary Judgment—Con. Rule 603—Application by Defendant for Reference under Con. Rule 607—Practice.]—Motion by the plaintiffs for summary judgment under Con. Rule 603. The action was brought to recover \$1,548.37 due by the defendant to the plaintiffs, as set out in the indorsement of the writ of summons and affidavit of the plaintiffs' manager filed on the motion. The defendant made affidavit that he believed that the above amount was not correct, without giving any reasons for this belief, and desired to have a reference to ascertain the amount. He did not deny the affidavit of the manager that he (the defendant) "repeatedly admitted his liability in respect of the indebtedness sued for herein." The Master said that all that the defendant was entitled to know could be found out on cross-examination of the manager upon which books and vouchers would be produced. There was as yet no defence disclosed under Rule 607. This was all that the defendant could ask for; and the motion would be adjourned for that purpose. A reference is not to be had in those cases merely because the defendant wishes for it. The other party is not to be put to the resulting expense and delay without some good reason being shewn for such a proceeding. A. H. F. Lefroy, K.C., for the plaintiffs. F. J. Hughes, for the defendant.

DOMINION BELTING CO. v. JEFFREY MANUFACTURING CO.—
MASTER IN CHAMBERS—FEB. 24.

Third Parties—Claim against for Relief over—Absence of Connection with Main Action.]—Motion, before appearance, by third parties to set aside the order for the issue of the third party notice. The facts, as shewn in the third party notice and the affidavit on which the order was granted were as follows. The defendants Archer and Gerow were sales agents of the defendants the Jeffrey Manufacturing Company. As such agents, they ordered from the plaintiffs belting to the value of \$1,520, to fill an order which they had obtained from the third parties on the 23rd June, 1910. This order was filled, and the full price paid by the third parties to Archer and Gerow at the end of September, 1910, by the acceptance of a draft of Archer and Gerow, which was met at maturity. But the proceeds were never paid to the plaintiffs or to the Jeffrey company. There