

der of Riddell, J., ante 843 (see also ante 800), was, by consent of counsel, varied by a Divisional Court (BRITTON, CLUTE, and MIDDLETON, JJ.), by directing that the next friend of the plaintiff be at liberty to have medical experts examine the plaintiff as to his sanity, counsel for the plaintiff and defendants undertaking to facilitate such examination; proceedings under the Lunacy Act, 1909, if any, to be launched by the next friend within four days after the medical examination; the costs of the appeal to be costs in the proposed application for a declaration of lunacy. J. King, K.C., for the plaintiff and defendants. A. McLean Macdonell, K.C., for the next friend.

McPHILLIPS v. INDEPENDENT ORDER OF FORESTERS—BRITTON, J.
—JUNE 8.

Contract—Services—Evidence.]—Action to recover \$2,802.28 as a balance of salary and commission payable to the plaintiff for advertisements obtained by him for a periodical published by the defendants and for writing and other work done for the defendants. The learned Judge reviewed the evidence and found that a contract was established, and that there was due to the plaintiff on the footing of that contract \$500. Judgment for the plaintiff for that amount without costs. W. G. Thurston, K.C., for the plaintiff. G. H. Watson, K.C., for the defendants.

SWEENEY v. SISSONS—DIVISIONAL COURT—JUNE 8.

Contract—Timber—Declaration — Injunction.]—An appeal by the plaintiff from the judgment of TEETZEL, J., ante 500, was dismissed with costs by a Divisional Court composed of CLUTE, SUTHERLAND, and MIDDLETON, JJ. McGregor Young, K.C., for the plaintiff. Glyn Osler, for the defendants.

NILES v. CRYSLER—MASTER IN CHAMBERS—JUNE 9.

Summary Judgment—Con. Rule 603 — Promissory Notes—Leave to Defend]—Motion for summary judgment under Con. Rule 603 in an action upon four promissory notes, aggregating