

There are other formidable difficulties discussed in argument, such as this: Supposing sufficient connection between the documents, and that the stamped name were to be treated as a signature, what is authenticated thereby? A contract other than that sued upon, viz., one for no more than the sale of 2,000 barrels at \$4.10—cash with certain discount. The written evidence in this case, if all admissible as parts of one contract, shews non-agreement on one essential point, i.e., as to whether it was to be a time contract or one of delivery as required—upon which there is no satisfactorily proved consensus. The very object of the statute is to get rid of the conflicting evidence which arises upon the recollection of parties and their bias towards themselves, in the absence of contemporaneous writing when the contract is made.

Action dismissed with costs.

CARTWRIGHT, MASTER.

DECEMBER 6TH, 1904.

CHAMBERS.

MOLSONS BANK v. HALL.

Summary Judgment—Rule 603—Action on Foreign Judgment—Defence—Defective Service of Process—Leave to Defend—Terms.

Motion by plaintiffs for summary judgment under Rule 603 in an action upon a judgment recovered by plaintiffs in the County Court of Vancouver, British Columbia.

C. S. MacInnes, for plaintiffs.

E. F. B. Johnston, K.C., for defendant.

THE MASTER.—Defendant's affidavit denies that he was shewn the original of the writ, but admits service of a copy, and that he gave himself no further concern about the matter. He states that he has also a good defence on the merits to the original cause of action, and also a large counterclaim against plaintiffs. Defendant was not cross-examined.

I thought at first that, under the case of *Anderson Produce Co. v. Nesbitt*, 1 O. W. R. 818, defendant was entitled to defend as of right. But, on sending for the papers, I found that on 9th January, 1903, this judgment was reversed by the Chancellor. . . . The fate of the action is to be seen in 2 O. W. R. 430, and the nature of the attempted defence.

I think, having regard to all the facts of the present case, that the best order to make is to dismiss the motion for speedy