

extent of the \$420.73 awarded by the Master, who was, therefore, right in his finding. Appeal dismissed. Judgment for the plaintiffs for the amount found due by the Master with costs of reference and of this appeal. H. E. Rose, K.C., for the defendants. Grayson Smith, for the plaintiffs.

GARNETT v. GARNETT—CLUTE, J.—MAY 31.

Payment—Dispute as to Fact—Action against Executrix.]—Action to recover from the executrix of the plaintiff's deceased brother, William H. Garnett, the sum of \$355 and interest. The plaintiff and the deceased had dealt together in cattle, and the plaintiff alleged that he had paid the deceased \$355 in the expectation that a certain cheque for \$710, given to the plaintiff by a customer of the two, would be paid, whereas in fact it was not paid. The whole question was whether or not the plaintiff did in fact pay over the \$355 to the deceased. Upon the whole evidence the plaintiff failed to satisfy the learned Judge that the amount was in fact paid. Action dismissed with costs. A. E. Watts, K.C., for the plaintiff. W. T. Henderson, for the defendant.

ECKARDT v HENDERSON ROLLER BEARING Co.—MASTER IN CHAMBERS—JUNE 1.

Summary Judgment—Rule 603—Lease—Company—Directors—Estoppel.]—Motion by the plaintiff for summary judgment under Rule 603 in an action for rent under a lease. The only defence alleged was that the lease was not approved of or executed under the instructions of the board of directors of the defendant company. In reply to this it was shewn that this lease was in question in an action for the first year's rent. In this the statement of defence denied execution by the company. The action came on for trial, and by consent judgment was given for the plaintiff. The plaintiff also exhibited a letter written by the defendant company's solicitor to the plaintiff's solicitors authorising the plaintiff to endeavour to lease the premises in question. The