

consent to all the purchase money being paid into Court and to remain there until the infant joint tenant shall come of age, and thereafter to be dealt with by agreement between them, or further order, the order may go sanctioning the sale, and in that case the costs of this motion will be payable out of the purchase money. If not, he was unable to see how he could properly compromise the possible prospective rights of the infant in the way sought, and the motion will be dismissed without costs. H. S. Lazier, for the adult brother. F. W. Harcourt, K.C., for the infant.

---

LAND OWNERS LIMITED v. BOLAND—SUTHERLAND, J., IN CHAMBERS—Nov. 13.

*Account—Change of Solicitors—Notice of Discontinuance—New Plaintiff.*]—Motion by the plaintiffs for an order for account. SUTHERLAND, J., said that the plaintiff company, since the launching of the motion, having obtained an order changing solicitors, and having through their new solicitors filed and served a notice of discontinuance, the action is at an end and the motion must be dismissed. The defendants will be entitled to their costs, under the circumstances, as against the plaintiffs. He did not think he could now, or should, if he had the power, in view of the facts so much in dispute, make an order as asked by Pickman on his consent filed, joining him as a plaintiff, or substituting him as such in this action as brought on his own behalf or on behalf of himself and all other shareholders of the plaintiff company. J. J. Gray, for the motion. Grayson Smith, for the company. J. H. Spence, for the defendants.

---

QUEBEC BANK v. FREELAND—MASTER IN CHAMBERS—Nov. 13.

*Promissory Note—Motion for Speedy Judgment—Examination by Defendants of Plaintiff's Officer—Disclosure of Facts Entitling to Defend—Object of Con. Rule 603—Costs.*]—Action on a promissory note in which a motion for speedy judgment was made under Rule 603. For the purpose of resisting the motion Mr. Strickland, a local manager of the plaintiffs, was examined at great length and it was practically conceded by counsel for the plaintiff that his examination disclosed such a state of facts as would entitle the defendants to have leave to defend. It was also admitted by counsel for both parties that the examination