

THE
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HOLMESTED, K.C., IN CHAMBERS. Nov. 13TH, 1912.

QUEBEC BANK v. FREELAND.

4 O. W. N. 305.

Judgment — Motion for Summary — Practice and Procedure—Prima Facie Defence Disclosed—Rule 603 not to be Improperly Used by Plaintiffs—Costs to Defendants in any Event.

Motion for judgment under Rule 603 in an action on a promissory note. Plaintiffs' manager was examined as a witness by defendants and a *prima facie* defence was admittedly established thereby, the outlines of which had been communicated to plaintiffs by letter before the launching of the motion.

HOLMESTED, K.C., in Chambers, dismissed motion, costs to be to defendants in any event of cause, except the costs of examining plaintiffs' manager, which were to be treated as costs of discovery.

Motion for judgment under Con. Rule 603 in an action on a promissory note.

J. E. Jones, for the defendant Freeland.

D. T. Seymour, K.C., for the plaintiff.

GEO. S. HOLMESTED, K.C.:—For the purpose of resisting the motion Mr. Strickland, a local manager of the plaintiffs, has been examined at great length and it is practically conceded by counsel for the plaintiff that his examination has disclosed such a state of facts that would entitle the defendants to have leave to defend. The examination of Mr. Strickland, I am informed, was taken several days and the shorthand notes of it have, I am informed, not yet been extended. It is, however, admitted by counsel for both parties that the examination has been such as would probably in any case have been necessary for the defendants to make for the purpose of discovery. The costs of this examination constitute the principal part