

GILBERT v. REYNOLDS—LENNOX, J.—FEB. 18.

*Mortgage—Reference for Sale—Advertising—Procedure in Master's Office.*]—Motion by the defendants the Imperial Bank of Canada by way of appeal from the report of the Master in Ordinary or for a direction to the Master to advertise again in respect of the sale of the mortgaged lands in question. LENNOX, J., said that it was not shewn that the Master had erred. The motion was not really by way of appeal from his report. The ordinary procedure affords ample protection for all parties. It is not clear that the interests of all parties would be preserved if the application were acceded to. There was no reason to interfere. Motion dismissed with costs. H. E. McKittrick, for the applicants. J. R. O'Connor, for the plaintiff. E. R. Reynolds, one of the defendants, in person, and for the defendant Martha Reynolds.

---

CHALMERS v. CITY OF TORONTO—RIDDELL, J.—FEB. 18.

*Pleading—Statement of Claim—Motion to Strike out—Further Consideration—Practice.*]—An application by the defendants to strike out the statement of claim as disclosing no cause of action. The learned Judge said that the matters of law were such that he thought the case should not be disposed of without full argument, which was impracticable (owing to other engagements) at the time of the application. The defendants were at liberty: (1) to set the case down for the Toronto non-jury sittings forthwith; or (2) to bring the motion on de novo before the Judge of the week. If for any reason it should be desired that the learned Judge himself should dispose of the motion, he will make an appointment for a time suitable for all parties. Costs of this motion so far to be costs in the cause, unless otherwise ordered on the disposition of it. Irving S. Fairty, for the defendants. W. Proudfoot, K.C., for the plaintiff.

---

WINGROVE v. WINGROVE—MASTER IN CHAMBERS—FEB. 19.

*Pleading—Reply—Statute of Frauds—Action for Possession of Land—Equitable Defence under Agreement for Purchase—Judicature Act, sec. 16—Rule 155.*]—Motion by the defendant to strike out paragraph 3 of the reply. The action was brought