

recover. The principal injury was at or in the region of the hip-joint. The usefulness of that joint was impaired. The plaintiff suffered considerable pain, and he had not yet fully recovered; but he had not suffered any permanent injury. The injury from the bicycle accident was quite distinct. In that accident his left hand was injured and he was considerably shaken. Apart from any injury which the plaintiff sustained by the bicycle accident, he should recover from the defendants for the damage and loss occasioned by the collision the sum of \$650. Judgment for the plaintiff for that amount with costs of the action and both trials, but not of the appeal to the Divisional Court. No costs to either party of that appeal. J. W. McCullough, for the plaintiff. T. Herbert Lennox, K.C., for the defendants.

AUGUSTINE AUTOMATIC ROTARY ENGINE CO. v. DE SHERBININ—
MASTER IN CHAMBERS—FEB. 15.

Summary Judgment—Con. Rule 603—Action on Promissory Note—Defence—Counterclaim—Unconditional Leave to Defend.] —In an action on a promissory note, the making of which was not denied, the plaintiffs moved for summary judgment under Con. Rule 603, after cross-examination of one of the defendants on an affidavit filed in answer. The defendants were engaged as agents of the plaintiffs in selling their machines, and were successful to a certain extent. Afterwards, as it appeared from the affidavit of the defendant above-mentioned, the machine was not satisfactory, and the defendants alleged that they were misled by the plaintiffs; and they said that they intended to counterclaim for damages or to set up the plaintiffs' deceit, whereby they were induced to give the note and incur expense and loss of time, as a defence to the action. The Master said that this was a sufficient answer to the motion; and referred to *Neck v. Taylor*, [1893] 1 Q.B. 560, at p. 562, per Lord Esher, M.R.; and as to the scope and application of Con. Rule 603, to *Smyth v. Bandel*, ante 425, 498, affirmed on the 20th December, 1912. W. J. Elliott, for the plaintiffs. J. T. White, for the defendants.