county of Carleton. The property was conveyed at the instance of the defendant Corry to the defendant Taylor, his niece, in February, 1905; and there was a further conveyance to her in February, 1909. Upon the evidence, the learned Judge finds that the lands now standing in the name of the defendant Edith Taylor are not really her lands, but, subject to the mortgages thereon, are the property of the defendant Corry. Judgment for the plaintiffs as prayed with costs. Travers Lewis, K.C., for the plaintiffs. W. D. Hogg, K.C., for the defendants.

NILES v. CRYSLER—BOYD, C., IN CHAMBERS—JUNE 14.

Summary Judgment—Rule 603—Promissory Notes—Leave to Defend.]—An appeal by the plaintiff from the order of the Master in Chambers, ante 895, was dismissed; costs in the cause. Grayson Smith, for the plaintiff. J. M. Ferguson, for the defendant.

MCPHILLIPS v. STEVENSON—MASTER IN CHAMBERS—JUNE 15.

Summary Judgment—Con. Rule 603—Defence not Raised on First Affidavit—Leave to Use Second—Costs.]—Motion by the plaintiff for summary judgment under Rule 603 in an action upon a promissory note for $1,500. The note was given in settlement of all matters in dispute between the parties, and it was admitted that $500 had been paid. In answer to the motion the defendant at first filed an affidavit which was not sufficient to entitle him to defend, as it only disputed the amount due. The defendant afterwards tendered an affidavit attacking the settlement itself and raising such questions as would be an answer to the motion. The Master referred to Crown Bank v. Bull, 8 O. W. R. 8, 77; Northern Crown Bank v. Yearsley, ante 655; Farmers Bank v. Big Cities Realty and Agency Co., ante 397; and said that he did not think the affidavit should be refused, or the defendant put upon such terms as were ordered in Crown Bank v. Bull—the defendant in this case having explained that his first affidavit was filed pro forma and with an understanding that it might be supplemented after cross-examination of the plaintiff, though this was denied. If the plaintiff desired, he should be at liberty to cross-examine upon the second affidavit. If not, the motion should be dismissed, but the costs should be to the plaintiff in the cause in any event, as the defence should have been raised in the first affidavit. W. G. Thurston, K.C., for the plaintiff. R. C. Le Vesconte, for the defendant.