

beyond the scope of Con. Rule 244 to ask in the statement of claim for double the amount claimed in the writ; though, as the defendant was resisting the smaller amount, he was not likely to submit to the larger. Had the writ asked for damages for breach of contract in addition to the sum of \$7,925, there would have been no ground for this motion—nor if no sum had been named. As it was, the best disposition of the case was to dismiss the motion, and let the defendant have full time to plead—validating the statement of claim as of this date. The costs should be to the defendant in the cause, as the motion was not uncalled for. J. R. Roaf, for the defendant. J. P. Crawford, for the plaintiff.

DAVIDSON V. PETERS COAL CO.—DIVISIONAL COURT—SEPT. 16.

Master and Servant—Injury to Servant—Negligence—Use of Explosives—Unguarded Receptacle—Cause of Injury—Negligence of Servant—Findings of Fact of Trial Judge—Appeal.—Appeal by the plaintiff from the judgment of MULOCK, C.J.Ex.D., 3 O.W.N. 1160. The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ. The Court dismissed the appeal with costs. T. J. Blain, for the plaintiff. A. J. Anderson, for the defendants.

BROWN V. ORDE—BOYD, C., IN CHAMBERS—SEPT. 20.

Slander—Pleading—Statement of Defence—Justification—Fair Comment—Particulars.—Appeal by the plaintiff from the order of the Master in Chambers, ante 18. The Chancellor dismissed the appeal; costs in the cause. J. King, K.C., for the plaintiff. H. M. Mowat, K.C., for the defendant.

UNION BANK OF CANADA V. MCKILLOP—MASTER IN CHAMBERS—SEPT. 21.

Summary Judgment—Con. Rule 603—Action on Guaranty—Proof of Amount Due—Liability—Reference.—Motion by the plaintiffs for summary judgment under Con. Rule 603 in an