

The cheque for \$100 given to plaintiff has upon it the words "to settle claim." The plaintiff stated that these words were not upon the cheque when he received it, or when the cheque was used by him. I have no doubt, and so find, that the words "to settle claim" were written by defendant McKay at the time the cheque was filled out and signed. The words were evidently written with same pen and ink as used in making defendant's signature. The defendant swears positively to the settlement and I accept his evidence as against that of the plaintiff upon the question of settlement and payment.

No useful purpose will be served by an attempted analysis of the evidence or further comment thereon.

The action will be dismissed as against McKay, and with costs.

Thirty days' stay.

HON. MR. JUSTICE MIDDLETON, IN CHRS. JUNE 6TH, 1914.

JARDINE v. McDONALD.

6 O. W. N. 444.

Summary Judgment—Rule 57—Defence—Extension of Time for Payment of Debt—Arbitration—Application of Commissions on Debt—Dispute as to Credit Item—Reference.

MIDDLETON, J., varied a judgment of Local Master, in an action for debt, by reducing it by \$1,200, and ordered a reference, *inter alia*, to ascertain amount due.

Appeal from a judgment of Local Master at Guelph.

J. Shilton, for defendants.

G. H. Shepley, K.C., for plaintiff.

HON. MR. JUSTICE MIDDLETON:—The learned Master was, I think, right in granting judgment.

The agreement which authorizes all the commission or profit from the sales to be applied on the debt does not provide that the time for payment is to be extended till enough has been so earned as to pay off the claim. If this was to be the only way the claim was to be paid, what reason for asking a guarantee of the debt? The debtors and sureties appear to have been willing to trust to the leniency of the