

ant for prohibition to the 1st Division Court in the County of Perth. The action was brought to recover a balance of over \$100 upon a promissory note made by the defendant for \$200, with interest at 7 per cent. until due and 10 per cent. after maturity until paid. The note was made payable at the Bank of Montreal, Stratford. BRITTON, J., said that sec. 77(1) of the Division Courts Act, 10 Edw. VII. ch. 32, applied, and the defendant's motion failed—the action having been brought in the Court of the division in which the place of payment is situate. —The learned Judge added that he had reserved his decision supposing that the parties had arrived at an understanding that, if the defendant would produce, for inspection by the plaintiffs' solicitor, the note sued upon, which the defendant said he had paid, he, the plaintiffs' solicitor, would consent to a new trial, either at Stratford or at the Division Court for the division where the defendant resided. The defendant did produce from his own possession the note sued upon, and it was inspected by the plaintiffs' solicitor, but the plaintiffs' solicitor then said that he was misunderstood—that his consent was only in case the note, when produced, did not bear a certain number by which, according to the affidavits filed, the note could be traced. The learned Judge accepted the solicitor's statement; and, therefore, could not consider further the affidavits, except in regard to the costs of the motion. As the defendant was not entitled to prohibition, there was no power to order a new trial in the Court below. Motion dismissed without costs. K. Lennox, for the defendant. R. S. Robertson, for the plaintiffs.

WIDGERY v. DUDLEY—MASTER IN CHAMBERS—JAN. 31.

Pleading—Statement of Claim—Action of Deceit—False Representations Inducing Plaintiff to Live with a Married Man as his Wife—Damages—Birth of Child—Cause of Action—Embarrassment.]—In the first four paragraphs of the statement of claim, the plaintiff alleged that in October, 1909, she was married, as she supposed, to the defendant, though he had told her that he, while under the age of fourteen, had gone through the form of marriage with a woman, with whom, as he said, he had never lived, and that several lawyers whom he had consulted had advised him that he was free to marry; that she, relying on such representations, had consented to the marriage; and that afterwards she found out that the defendant had lived with his