THE MASTER.—The difficulty arose, first, from the indorsement of the formal note of the judgment of Mr. Justice Meredith on the certified copy of the pleadings being dated 9th April, though not handed to the Registrar until the 14th, with the reasons for same. The second cause was that the draft judgment was not submitted to defendants' Toronto solicitors, as had been asked by letter of 8th May instant, and apparently agreed to. Through misapprehension, the formal judgment was not so submitted to them, but was initialled by the Stratford agents, who had no instructions to approve, and was entered at Stratford as of 9th April, instead of 14th. A certificate of the 14th being the real date, was obtained from the senior registrar at Toronto, and submitted to plaintiffs' representative at Stratford. He did not consent to the judgment being corrected, and this motion was launched on the 22nd instant.

The defendants now ask for costs.

It was pointed out in Bodine v. Howe, 1 O. L. R. 208, which was followed in McGuire v. Corry, ib. 590, that applications for consents should not be unreasonably refused. . .

In the present case I cannot see that defendants were in any way to blame for the error in the entry of judgment, which arose in the way already stated. . . . The costs of this motion should be to defendants in any event, as they were not in any way responsible for the erroneous date inserted in the judgment.

MEREDITH, J.   MAY 29TH, 1903.

LEMON v. LEMON.

Venue—Change of—Speedy Trial.

Appeal by Joseph Lemon from order of Master in Chambers (ante 445) changing venue from Toronto to Woodstock.

J. W. McCullough, for appellant.

W. E. Middleton, for Philip Lemon.

MEREDITH, J., allowed the appeal and set aside the order of the Master as regards venue. Costs in the cause.

MACMAHON, J.   MAY 29TH, 1903.

TRIAL.

ARMOUR v. ANDERSON.

Money Lent—Action for—Weight of Evidence.

Action to recover $875 alleged to have been lent by plaintiff to defendant.

J. W. Nesbitt, K.C., for plaintiff.

S. F. Washington, K.C., for defendant.