

not explaining the delay, stating that the application was made in good faith and not to delay, a Judge in Chambers refused to interfere with a Master's order for a commission and a staying of the trial, except by directing that the trial should take place on the return of the commission, in an adjoining county.

Shepley, Q.C., for the plaintiff.

Douglas Armour for the defendant.

ROSE, J.]

[March 29

CASEY v. MORDEN.

Costs—Taxation—Fee paid on settling bond—Tariff B.

A disbursement charged in a bill of costs of \$1 paid in stamps to an officer of the court upon settling a bond was disallowed upon appeal from taxation.

Such a fee is not authorized by Tariff B. annexed to the Consolidated Rules under the item, "Every reference, inquiry, examination, or other special matter."

Douglas Armour for the plaintiff.

J. M. Clark for the defendant.

MANITOBA.

COURT OF QUEEN'S BENCH.

TAYLOR, C.J.]

[March 28.

BRAUN v. DAVIS.

Garnishee order—Money payable to defendant and another jointly—Foreign company carrying on business within the jurisdiction—Administration of Justice Act, R.S.M., c. 1, s. 21—Branch or agency of company.

This was an appeal to a single judge from an order of the referee dismissing a summons taken out by defendant to set aside a garnishing order. The garnishees were the Northern Assurance Co. and the United Fire Insurance Co., and the moneys sought to be attached were payable on a loss by fire which had taken place of property insured by them.

The following were the objections taken by the defendant :

(1) That according to the terms of both policies the insurance moneys were payable to the defendant and his wife jointly.

(2) That neither company could be said to be carrying on business in this Province, so as to be treated as within the jurisdiction of the court.

The plaintiff contended that the first objection was not open for the defendant to take, but that it should be left for the garnishees to suggest that some other person was entitled to the money. With regard to the second objection, it appeared that the head office for Canada of the Northern Assurance Co. was in Montreal ; that it had no office in this Province, but certain persons here received applications for insurance, which were sent to the head office, where they were accepted or rejected. The local agents had power to grant an