

BLACK v. CANADIAN COPPER CO.—MASTEN, J., IN CHAMBERS
—DEC. 8.

Affidavits—Scandalous Statements—Affidavits Ordered to be Removed from Files of Court—Costs.—Judgment was given in this action and several others on the 31st May, 1917: see 12 O.W.N. 243. The plaintiffs in the actions served notice of a motion for the 4th December, 1917, returnable before a Judge in Chambers, for an order directing an issue and for prohibition. Certain of the defendants moved for orders striking the notice of motion and the affidavits filed in support of it off the files of the Court, on the ground that the same were scandalous, impertinent, and irrelevant. The defendants' motion was heard in Chambers by MASTEN, J., who, in a short memorandum in writing, ordered that the affidavits and an exhibit should be stricken off the files as scandalous, impertinent, and immaterial. The affidavits and exhibit are to be removed from the files and delivered to the Senior Registrar of the Court, to be by him sealed up and not to be opened except by direction of the learned Judge, and after six months to be destroyed. The respondents (not including the plaintiff Belanger, whose name was used without his consent) are to pay the costs of the applications to the applicants forthwith after taxation. D. L. McCarthy, K.C., and Britton Osler, for the defendants the Canadian Copper Company. J. M. Clark, K.C., and R. U. McPherson, for the defendants the Mond Nickel Company. J. H. Clary, for certain of the plaintiffs. T. M. Mulligan, for the plaintiff Belanger.

BRUCE v. KELCEY—FALCONBRIDGE, C.J.K.B.—DEC. 8.

Contract—Dispute as to Subject-matter—Sale and Purchase of Land or of Locatees' Rights—Evidence—Laches.—Action to recover with interest \$1,500, the purchase-money of land alleged to have been sold by the defendant to the plaintiff, or, in the alternative, damages for breach of the agreement of sale and purchase. The plaintiff complained that the land which he alleged he had bought had not been conveyed to him. The defendant's answer was, that the agreement was not for the sale of land but to procure assignments to the plaintiff of certain certificates of locations under the Veterans Land Grants Act, and that he had procured the assignments and done everything to fulfill his obligations. The action was tried without a jury at Toronto. FALCONBRIDGE, C.J.K.B., in a written judgment, referred to the evidence of the plaintiff and defendant as contradictory, but said that he did not