ing proofs of loss; on the contrary, it has fully recognized the need of such proofs, and made provisions respecting them. We must look to such legislation for any relief, such as the respondent seeks, from conditions such as that in question. It would, in my opinion, be legislation, not adjudication, to extend its provisions to analogous cases; and, if it were not, it would be difficult to find a case provided for in such legislation analogous to this so as to justify any such method of dealing with this case. It is impossible for me to think that s. 57 of the Judicature Act is applicable to such a case as this, to think that it gives to any judge power to—to use the words of a late eminent Master of the Rolls—"to run his pen through that part of the contract": see *Eastern, etc., Co.* v. *Dent*, [1899] 1 Q.B. 835, and *Barrow* v. *Isaacs*, [1891] 1 Q.B. 417. To borrow again the words of a very eminent judge, to give relief in this fashion would be "taking a prodigious liberty with a contract."

J. A. McIntosh, for plaintiff. *Blackstock*, for defendants.

HIGH COURT OF JUSTICE.

Cartwright, Master.] [Oct. 27.

SOVEREIGN BANK *v.* WILSON.

Summary judgment—Rule 603—Action by assignee of chose in action—Defence.

This was a motion by plaintiff for a summary judgment under Rule 603 in an action to recover $642.21, the amount of an account for goods sold and delivered to the defendants by the former receivers and managers of the Imperial Paper Mills, duly assigned to plaintiff.

Held, that the defence disclosed in the affidavits in answer to the motion does not differ in substance from that set up in *Sovereign Bank* v. *Parsons*, not reported. In that case it was said by the Divisional Court: "If the receiver is personally liable for the price of the goods supplied for the purposes of his receivership, it follows that he must be personally responsible for breach of the contract entered into by him." (See *Burt* v. *Bull* (1895) 1 Q.B. 276.) In the *Parsons Case* the defence was first set up by way of counterclaim. This, it was decided by MEREDITH, C.J., could not be done, and the Divisional Court held