

the cheque, deposit it to the credit of the drawer, and pay to the applicants the amount of their judgment with costs. The Master said that he did not see how any such order could be made. No authority was cited for it. The cheque was drawn by a person who was not a party to this proceeding. If it was to be redeposited to his account, he should give the necessary direction or endorsement. Even if the drawer had been the garnishee, an order absolute could not have been made as against him. The difficulty had arisen from the solicitors being in possession of the cheque. Their wisest course would have been to return the cheque with a notice to the drawer, or his solicitors that their costs had not been paid, and that they looked to the proceeds of the action for payment. See *De Santis v. Canadian Pacific R.W. Co.*, 14 O.L.R. 108, and cases cited. This might yet be done, and might probably result in satisfaction of the claim of the applicants. If not, an attaching order might issue in respect of the money then in the possession of the defendant. As the matter stood, the present attaching order must be discharged, with costs to the bank, fixed at \$5. The debtor was not entitled to any costs, as it was her refusal to pay her solicitors that had caused the present proceedings. And, so far as appeared, there was no justification for that refusal. Lionel Davis, for the judgment creditors. W. J. McLarty, for the judgment debtor. N. B. Wormwith, for the garnishees.

ANTISEPTIC BEDDING CO. v. GUROFSKY—MASTER IN CHAMBERS—
MAY 13.

Evidence—Foreign Commission—Application by Defendant—Delay of Trial—Reasonable Facilities for Making out Defence.—After the disposition of the previous motion in this case, ante 1221, the plaintiffs amended by setting up the identity of the defendant with the Insurance Brokerage Company, and alleging that the premiums were never paid to the insuring companies and never reached their hands, though the defendant assured the plaintiffs otherwise. The defendant has rejoined that the reply does not disclose any right in the plaintiffs to recover, even if the facts as to the identity of the Insurance Brokerage Company and the defendant are true. He further alleges that he obtained insurance for the plaintiffs as he had agreed to do, and is not responsible for the pretended cancellation by the insurance companies who issued the policies. The defendant now moved for a commission to Liverpool, England,