

POWELL-REES LIMITED v. ANGLO-CANADIAN MORTGAGE Co.—
MASTER IN CHAMBERS—JUNE 8.

Judgment Debtor—Company—Examination of Director—Con. Rule 903.]—After the motion noted in 3 O.W.N. 844, the plaintiffs signed judgment on default of appearance. They afterwards made a motion for the examination under Con. Rule 903 of Mr. Reynolds. He filed an affidavit to the same effect as on the previous motion, and was cross-examined. The motion was then argued. The Master said that the facts were the same as when the judgment was signed. The defendant company had never been authorised to do business in this Province, because sufficient stock had not been subscribed and paid. But a charter was issued by the Lieutenant-Governor on the 29th November, 1910. In it Mr. Reynolds was the first-named of six elected provisional directors; and the head office of the company was fixed at Toronto. It was also proved that in the prospectus issued by the company in England, and filed with the Provincial Secretary here, Reynolds was named as first of the Canadian directors, and was also called president—also the head offices were stated to be at 77 Victoria street, Toronto. These facts seemed sufficient to support an order for the examination of Mr. Reynolds, if the plaintiffs still thought it would be of any service to them. If they elected to proceed, costs would be reserved. If they took the other course, the motion would be dismissed without costs. M. C. Cameron, for the plaintiffs. John MacGregor, for Mr. Reynolds.

EDGEWORTH v. ALLEN—MASTER IN CHAMBERS—JUNE 10.

Writ of Summons—Service out of the Jurisdiction—Motion to Set aside—Irregularities.]—Motion by the defendants to set aside the service of the copy of the writ of summons. The defendants resided in Alberta; and an order was made for service under Con. Rule 162. The writ, however, was issued as if for service in this Province; and the copy served gave only ten days for appearance, instead of twenty, as directed by the order. The copy served was also unsigned and undated, though the original was correctly made out as to this. The Master said that these very serious irregularities could not be now cured by amendment. There was no explanation of how they came to be made. The first error seemed fatal. Motion granted; with costs, fixed at \$25—unless either party should desire a taxation. Featherston Aylesworth, for the defendants. W. H. Bourdon, for the plaintiff.