

the plaintiffs had not been able to trace. The affidavit then proceeded, in violation of Con. Rule 518, to say, "I am informed and verily believe," without stating that the grounds of such belief, that the defendants had a record of all the cheques in question, shewing all the particulars of the same, and that this must be produced to enable the plaintiffs to give the particulars asked. The Master said that this part of the affidavit must be disregarded, following the authorities given in *Holmested and Langton's Jud. Act*, 3rd, ed., p. 729. In any case it was met by the affidavits of the defendants' superintendent and solicitor, stating, in the first of these, that there was no such record in existence, and, in the second, that the defendants had demanded inspection of the cheques, etc., spoken of in the statement of claim, but that this had been refused. The motion was supported on the argument by the judgment in *Townsend v. Northern Crown Bank*, 19 O.L.R. 489; but that was very different in its main factor from the present. There the plaintiff, being merely an assignee for the benefit of creditors, could have no knowledge of the transaction between his assignor and the defendants which he was impeaching. Here the plaintiffs must be supposed to know their own loss when they put it at a precise sum of \$3,000 on their present information. The plaintiffs should give such particulars as they were able to furnish, with leave to serve further particulars as they might come to their knowledge, and the defendants should be allowed inspection of such of the cheques, etc., as were in the plaintiffs' possession. Time for delivery of the statement of defence to run from such inspection. Costs of the motions to the defendants in this cause. Thomas Moss, for the plaintiffs. D. W. Saunders, K.C., for the defendants.

HARRISON V. KNOWLES—BRITTON, J.—JAN. 10.

Sale of Goods—Written Warranty—Oral Representations—Defect in Machinery Sold—Existence at Time of Sale—Onus—Evidence—Non-delivery of Part—Acceptance—Action upon Promissory Notes—Counterclaim—Lien—Agreement—Title Remaining in Vendor—Judgment—Set-off.—Action upon twelve promissory notes made by the defendants, payable to the order of the plaintiff, given in part payment for a second-hand lithographic press owned by the plaintiff and sold to the defendants by one Parker, in New York, for \$2,900. The plaintiff conceded that he was bound by anything Parker said or did in making the sale. The plaintiff and Parker gave the defendants