

THE MASTER:—This action is against the two last indorsers only of a promissory note which is held by a nominal plaintiff, to whom it was admittedly assigned for the purpose of suit after maturity; and who therefore holds it subject to all its equities. . . .

The plaintiff has made the usual affidavit. On this he was cross-examined, and shews, as was to be expected, that he knows nothing about the facts except what he has been told. He states that he is lending his name to the Imperial Bank.

It was argued by Mr. Ferguson that this was not a compliance with Rule 603. He does not even know if the note has been renewed, and never asked about this, nor can he say why the other parties to the note are not being sued, or why this motion is made only against Mr. Labrosse.

On the other hand, Labrosse has filed a lengthy affidavit, on which he has not been cross-examined, and which must therefore be accepted as true. In it he sets out the facts and gives a history of the whole transaction out of which this note arose. In the 14th and 15th paragraphs of that affidavit he alleges that this note has been renewed by Fortier and Mann, and this is corroborated by an affidavit of Mr. Lamothe, who is acting for these defendants in an action brought against them in Quebec by Mann and Fortier. Labrosse also states that the note has been paid by Mann and Fortier, and that this action is really brought at their request to assist them in the Quebec action, which is for a declaration that Labrosse and his co-defendant are bound to indemnify them against this note.

The defendant has moved under these circumstances to have the Imperial Bank and Fortier and Mann added as defendants. But this does not seem necessary for the determination of the question between plaintiff and the present defendants, and, therefore, they should not be added against the will of the plaintiff. See *Reid v. Goold*, 13 O. L. R. 51, 8 O. W. R. 642, and cases there cited.

That motion is, therefore, dismissed with costs to the plaintiff in the cause.

Taking into consideration the facts as developed in the material filed on these motions, I think that there are therein "disclosed such facts as should be deemed sufficient to entitle" the defendant to have the action tried out in the regular way after full disclosure both of documents and parties, including the assignor of the nominal plaintiff,