

unsatisfactory, as it admitted the debt to some extent, but disputed the amount claimed, stating that money paid had not been credited. No amounts were stated or details given. The plaintiff had then the option of proceeding to have an account taken under Rule 50 or of moving for judgment under Rule 57. He chose the latter course. The Master gave judgment on this defective affidavit for the amount of the claim, rightly holding that the onus was on the defendant to state specifically the sums which he claimed to have paid, but which had not been credited. An opportunity was then given the defendant to supplement his material, but the defendant refused to give the information desired. On this appeal the like opportunity was given, but no further affidavit was forthcoming. Appeal dismissed with costs. R. W. Hart, for the defendant. M. H. Ludwig, K.C., for the plaintiff.

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TORONTO DEVELOPMENTS LIMITED v. KENNEDY (No. 2)—BRITTON, J., IN CHAMBERS—FEB. 21.

*Stay of Proceedings—Another Action for same Cause Pending—Application for Stay—Refusal.*]—Motion by the defendant to stay proceedings in this action until another action, in which the same questions are involved, should be determined. The learned Judge said that, if the trial in one action was expedited, it would be in the interest of all parties to have an agreement by which all the questions in dispute should be determined in that action; but he could not make the order asked for, upon the material before him. Motion dismissed. Costs to the successful party in this action. W. N. Tilley, for the defendant. W. M. Douglas, K.C., for the plaintiffs.