

1928*Feb. 7.

LESLIE v. CANADIAN CREDIT CORPORATION,
LIMITEDON APPEAL FROM THE APPELLATE DIVISION OF THE SUPREME
COURT OF ONTARIO*Appeal—Jurisdiction—Final judgment—Practice and procedure*

MOTION by respondent to quash the plaintiff's appeal from the judgment of the Appellate Division of the Supreme Court of Ontario (1).

The plaintiff sued to recover the sum of \$3,593.16 alleged to be due him under a written contract whereby the defendants agreed to pay him a bonus on profits. At the opening of the trial before Lennox J., and before any evidence was taken, a discussion by counsel for both parties with the judge took place, and the contract sued upon was handed to and read by the judge, who, without hearing evidence, directed a reference to the Master to take evidence, ascertain and report to the court the amount of the net profits, if any, to which the plaintiff was entitled under the contract referred to in the statement of claim, reserving further directions and the question of costs until after the report.

On appeal by the plaintiff to the Appellate Division, the said judgment of Lennox J. was varied (1), the order as varied directing a reference to the Master to take evidence, and to ascertain and report to the court the amount of the net profits, if any, in respect of which the plaintiff was entitled to any amount under the contract referred to in

the endorsement on the writ of summons, and the amount or amounts the plaintiff was entitled to in respect thereof, reserving further directions and the question of costs until after the report, costs of the appeal to be costs in the cause.

1928
LESLIE
v.
CANADIAN
CREDIT CORP.
LTD.

The plaintiff objected to the reference, as ordered by Lennox J., or as varied by the Appellate Division, and appealed to this Court (1).

After argument of counsel for the appellant, the judgment of the court was orally delivered by

ANGLIN C.J.C.—We are all of the opinion that the motion must succeed. There is no jurisdiction in this Court to hear the appeal. The judgment appealed from was not a final judgment. Moreover, it dealt merely with a matter of practice and procedure. The motion is granted with costs.

Motion granted with costs.

W. F. Schroeder for the motion.

J. Jennings K.C. contra.
