an adjournment to cross-examine the solicitor for applicant on his affidavit. This I considered unnecessary and refused it. Counsel for plaintiff then contended that the certificate of the examiner was improperly issued and should not be allowed, citing Re Ryan v. Simonton, 13 P. R. 299. It was held in Jones v. Macdonald, 14 P. R. 109, that such a certificate of an examiner is good evidence of the proceedings before him, notwithstanding that it was settled ex parte. The certificate was not improperly issued, and the examiner was obliged to issue it when demanded. The plaintiff made default, he says, on account of ill-health, but there is no evidence as to this, other than what plaintiff appears to have told his solicitor. It does appear that he went to Montreal that evening, and could not, in consequence, attend on the adjourned appointment for his examination.

Order made requiring plaintiff to attend for examination at his own expense and submit to be examined. Costs to defendant in any event.

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WINCHESTER, MASTER. NOVEMBER 6TH, 1902.

CHAMBERS.

REILLY v. McDONALD.

Attachment of Debts—Rent—To Whom Due—Heirs of Deceased Landlord—Executors—Devolution of Estates Act.

Motion by judgment creditor to make absolute a garnishing summons. On 24th April, 1901, defendant recovered judgment against plaintiffs for costs, which were taxed at $209.49. George Reilly, one of the plaintiffs, died on 1st April, 1901, and probate of his will was granted to his sister and co-plaintiff, Mary Sullivan, on 23rd September, 1901. Three days later the action was revived. The plaintiffs appealed from the judgment, and their appeal was dismissed on the 11th March, 1902, with costs taxed at $132.40. The action was to compel the defendant to specifically perform a contract to purchase lot 13 in the 4th concession of the township of York. The plaintiff George Reilly in his lifetime owned the north half of this lot, while the father of the plaintiffs owned the south half. The money attached by the defendant was certain rent due by the tenant of this lot, the garnishee, who appeared and admitted owing $155, which he was willing to pay as the Court might direct.

W. A. Skeans, for the judgment creditor.

W. Norris, for the judgment debtor, contended that the rent was due, not to the plaintiffs, against whom the judg-