

The woman was seventy years old, hale and hearty before the accident, and her prospects of life, according to papers put in by consent, would be about nine years longer. A fair amount to allow, as I thought at the trial—perhaps erring on the side of insufficiency—would be \$2,000.

Judgment for that sum.

BAUGHART BROS. v. MILLER BROS.—MASTER IN CHAMBERS—
MAY 26.

Venue—Change—County Court Action—Convenience—Expense—Witnesses.]—In an action for goods sold and delivered to the defendants at Jarvis, in the county of Haldimand, by the plaintiffs, who lived and carried on business at London, in the county of Middlesex, the defendants moved to transfer the action from the County Court of the County of Middlesex to the County Court of the County of Haldimand. The defendants swore to five witnesses, including themselves, all resident at Jarvis, which is thirteen miles distant from Cayuga, the county town of Haldimand. The plaintiffs swore to a similar number, so that there was no preponderance. The defendants did not give the names of their three witnesses, nor state what they were expected to prove. The plaintiffs stated who their witnesses would be. The Master said that it was to be observed that the defendants and their witnesses would have to go from home in any case. It was self-evident that the cost of five persons going east from Jarvis to Cayuga and five others going from London to Cayuga would be greater than that of five going from Jarvis to London, where the plaintiffs and their witnesses resided. Motion dismissed; costs in the cause. The Master added that it is always open to the trial Judge, on an application by the defendant, to deal with the costs of witnesses, as suggested in *McArthur v. Michigan Central R.W. Co.*, 15 P.R. 77. E. C. Cattnach, for the defendants. Featherston Aylesworth, for the plaintiffs.

EASTERN CONSTRUCTION CO. v. J. D. McARTHUR CO.—MASTER IN
CHAMBERS—MAY 26.

Particulars—Statement of Claim—Contract—Work Done under Railway Construction Sub-contract—Extras—Overcharges—Interest.]—The plaintiffs were sub-contractors of the defendants in respect of work on the Transcontinental Railway. The