Once the facts were ascertained, there did not seem to be any room for legal discussion. The gist of the findings was, that the liability on the bond was exactly as intended by the parties. Thornton, the president and managing director of the company, had been guilty of an extensive series of frauds, but he was the business associate and colleague of the defendant and represented him in all the dealings with the plaintiff—the loss more fairly fell upon the defendant than on the plaintiff. Judgment for the amount claimed with costs. W. N. Tilley, K.C., and R. H. Parmenter, for the plaintiff. A. M. Lewis, for the defendant.

WAIT v. FINNEN—SUTHERLAND, J., IN CHAMBERS—NOV. 1.

Venue—Motion to Change—Practical Disposition of, by Trial Judge—Costs.]—An appeal by the defendant from an order of the Master in Chambers dismissing a motion on the part of the defendant to change the venue from Hamilton to Goderich. SUTHERLAND, J., in a written judgment, said that he had learned on inquiry that the motion had been already disposed of by MIDDLETON, J., at the Hamilton sittings. On a motion by the defendant to postpone the trial of the action, on the ground of the absence of a material witness, MIDDLETON, J., gave the defendant the option of going to trial at such sittings and of taking the evidence of a certain witness *de bene esse*, or of going down to the winter sittings at Hamilton; and, on being asked by the defendant to leave the question of a change of venue to Goderich open, declined to do so. The defendant not electing to take the first course thus proposed to him, the trial of the action was fixed for the winter sittings at Hamilton. In these circumstances, the appeal should be dismissed; and, as the defendant must be taken to have known the actual position of the matter, with costs. William Proudfoot, K. C., for the defendant. J. H. Spence, for the plaintiff.