Articles 16 and 17 (p. 5) of Bray (supra) lay down what a party is obliged to disclose, and do not carry the obligation to the length to which it was sought to be carried in this case. A party is not bound to answer such questions as, e.g., No. 60, "Will you shew us how much better off you were in January, 1903, than you were in June?" It is sufficient for him to say that he himself does not know, but that the books are there, and can be examined by plaintiffs, who can make up any statements they think useful.

As the examination has already extended to 1582 questions, it would seem to have been exhaustive.

Costs of motion will be in the cause, as success has been divided, and the motion was proper.

MEREDITH, J. FEBRUARY 22ND, 1905.

RE NORTH AMERICAN LIFE ASSURANCE CO. v. COLLINS.

Division Court—Clerical Error in Judgment—Jurisdiction to Correct—Prohibition—New Trial—Consent.

Motion by defendant for prohibition to 1st Division Court in county of Kent.

W. H. Blake, K.C., for defendant.

C. A. Moss, for plaintiffs.

MEREDITH, J.—Defendant was sued upon his promissory note for $70. The claim was one in all respects within the jurisdiction of the Court; and there is nothing on the face of the proceedings indicating any want or excess of jurisdiction whatsoever, nor indeed any irregularity; so that in any case the granting or refusing of prohibition would rest in the discretion of this Court.

Upon affidavit it is made to appear that, through some misunderstanding between defendant and his solicitors, or through some mistake of one or the other of them, the trial of the case took place in defendant's absence, but at a regular sitting of the Court, to which the trial had been regularly postponed, and one of the sittings mentioned in the summons served upon defendant, and at which his solicitors appeared for him and defended the case as well as they could in the absence of him and his witnesses, and judgment was