

tiffs, and that the defendant paid to that company the premiums received from the plaintiffs, and the defendant denied liability, at the most, for anything more than the premiums. On the examination of the defendant for discovery, it was sought to prove that the defendant and the Insurance Brokerage Company were really the same person, under different names; and production was asked from him of the company's books, which was refused. The examination was thereupon enlarged, and a motion made by the plaintiffs for a further affidavit on production by the defendant, to include these books and other documents, on the hypothesis of the identity of the defendant and the Insurance Brokerage and Contracting Company. No such allegation, however, appeared in the pleading; and, as discovery was relevant only to what appeared there, this motion, the Master said, could not succeed at present. See *Playfair v. Cormack*, ante 817. The proper course to take was to give the plaintiffs leave to reply so as to set up the present contention, and direct the defendant to file a further affidavit, including these documents in the documents produced, or justifying or accounting in some way for their non-production. The plaintiffs should then be entitled to examine the defendant further, if desired. Costs of the motion to be costs in the cause. F. Arnoldi, K.C., for the plaintiffs. C. A. Moss, for the defendant.

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JORDAN V. JORDAN—MASTER IN CHAMBERS—MAY 2.

*Evidence—Foreign Commission—Order for—Terms—Payment of Disbursements—Husband and Wife.*]—Motion by the defendant for an order for a commission to take evidence at Chicago, Illinois, and Bay City, Michigan, for use at the trial, and for letters rogatory in aid thereof. The facts of the case are stated in the note of another motion, ante 1219. The plaintiff asked to be furnished with means to attend on the examination of the witnesses under the commission, but did not otherwise oppose the motion. This claim was based on the fact that the claims in the action were: (1) to have the previous consent judgment set aside; and (2) for further and increased alimony. No application had at any time been made for interim alimony and disbursements by the solicitors who acted at first on the plaintiff's behalf, although the action was begun in October, 1911, and the statement of defence delivered nearly fifteen months ago. The Master said that, assuming that the plaintiff