

of the Toronto "Evening Telegram," for libel. The defendant was examined for discovery on the 25th February, 1911. The examination was adjourned sine die for the purpose of the defendant getting the information asked for, which he was not able to give. On the 27th February the plaintiff's solicitors wrote to the defendant's solicitors that the defendant's examination was adjourned until the day following at 4.30 p.m. To this the answer was that the defendant had left for California, and that the city editor of the newspaper would give the necessary information after he had informed himself of what was required. To this the plaintiff's solicitors replied that the examination had been adjourned until the 1st March at 3.30 p.m. The defendant did not attend; and the plaintiff then made this motion. Held, that, where an examination has been adjourned sine die, there can be no default of the party under examination unless there has been a new appointment given by the Examiner and served in the regular way, or unless there has been a new day and time fixed and agreed to by the party's solicitor in writing. Motion dismissed with costs to the defendant in any event. E. E. Wallace, for the plaintiff. W. N. Ferguson, K.C., for the defendant.

SMITH V. LENNOX—RIDDELL, J., IN CHAMBERS—MARCH 7.

Trial—Postponement—Illness of Witness.—Appeal by the plaintiff from the order of the Master in Chambers, ante 831. The appeal was allowed and the order set aside. Costs in the cause. T. N. Phelan, for the plaintiff. H. E. Rose, K.C., for the defendant.

WILLIAMSON V. BAWDEN MACHINE AND TOOL CO.—MACLAREN, J.A., IN CHAMBERS—MARCH 7.

Appeal—Leave to Appeal Directly to Court of Appeal from Judgment at Trial—Amount in Controversy.—Motion by the defendants for leave to appeal directly to the Court of Appeal from the judgment of FALCONBRIDGE, C.J.K.B., ante 725, in favour of the plaintiff. The action was for \$2,500 damages for breach of a contract for the construction of a printing press, for the return of moneys advanced on account of the contract, for the delivery up of an acceptance for \$500, and for the delivery of certain chattels. The trial Judge awarded no damages, but ordered the defendants to return \$600 advanced by the