find as they did; and judgment should be entered for the plaintiff for $250, with appropriate costs. J. R. Osborne, for the plaintiff. F. B. Proctor, for the defendants.

SHAW v. UNION TRUST CO. LIMITED—RIDDELL, J., IN CHAMBERS —FEB. 12.

Discovery—Examination of Officer of Defendant Trust Company—Relevancy of Questions—Validity of Objections—Motion to Compel Answers—Costs.]—After the decision of RIDDELL, J., noted ante 378, the defendant McWhinney, as general manager of the defendants the Union Trust Company Limited, attended again for examination; and upon such examination refused, on the advice of counsel, to answer certain questions; whereupon a motion was made in Chambers, on behalf of the plaintiff, for an order determining the validity of the objections to the questions. RIDDELL, J., said that the defendant McWhinney refused to answer a number of questions directed to bringing out the true relation between the Union Trust Company Limited and the Financial Securities Company of Canada Limited—both companies being defendants; the defendant McWhinney asserted that the sole relation between the companies was that of lender and borrower. The plaintiff was entitled to know what the relations between these two companies actually were, and was not bound to take the manager's word for it. Another class of questions referred to the state of accounts between the two companies. The information sought by these questions was of no importance to the plaintiff. A question directed to finding out whether all the money which went into the railway matter was advanced by the trust company, was not relevant. The question whether there were any minutes of meetings of the shareholders or directors dealing with the Richmond undertaking or the advances made in connection with it, was relevant. A question directed to finding out who were the individuals who opposed or favoured certain acts of the trust company, was wholly inadmissible. The plaintiff was entitled to information as to the sale of bonds by the trust company. He was not entitled to know whether the various contracts were considered by the trust company. Order accordingly. The plaintiff, having substantially succeeded, should have half his costs, without set-off, payable forthwith by the defendant McWhinney. E. B. Ryckman, K.C., for the plaintiff. G. H. Watson, K.C., and W. B. Raymond, for the defendants.