Held, that publication of an award has one meaning when it relates to the time within which the parties can move against the award, and that was considered in *Redick* v. *Skelton*, 18 O.R. 100, but another meaning when it relates to the completion of the award so far as the arbitration is concerned, in which case it is satisfied by the execution of the award in the presence of a witness or by any other act showing the final mind of the arbitrator, upon which he becomes functus officio: *Brown* v. *Vawser*, 4 East 584; *Brooke* v. *Mitchell*, 6 M. & W. 473.

The indorsement of the writ of summons in this case stated that the award was made and published, and it must be taken to be final as far as the arbitration is concerned. The award being thus completed, an action may be brought upon it forthwith, though it may be open for the defendant, if dissatisfied, to move against it within the usual limits of the time allowed by the practice after publication to the parties. The two proceedings to set aside the award, and to enforce it by action, may go on concurrently. The weight of authority is against any suspension of the right to enforce the award pending the period within which it may be summarily moved against. *Moore* v. *Buckner*, 28 Gr. 606, is not in accord with the other cases: See Redman on Awards, 2nd ed., p. 284, and cases there cited; *Doe* v. *Amey*, 8 M. & W. 565; *Plumner* v. *Mitchell*, 48 Me. 184.

In this case there was no objection to the amount awarded except as to the amounts claimed for interest and costs. Interest would not run if no notice of the award was given to the defendant; and the costs of the arbitration did not form a liquidated sum, as they were not taxed. But as to $660, the sum awarded, and $40, the amount paid to the arbitrators, the judgment should stand, under Rule 575.

Order below modified by allowing the judgment and execution to stand for $700, and letting the defendant in to defend as to the residue, unless the plaintiff abandon it. This order to be without prejudice to any motion by the defendant against the award.

J. H. Moss, for plaintiff. *Swabey*, for defendant.

Armour, C.J., Street, J.] ALEXANDER *v.* IRONDALE, R.W. CO. [Jan. 17.

Discovery—Examination of officer of company—Production of documents—Setting aside subpœna.

Held, reversing the decision of ROSE, J., ante p. 37, that in this case the subpœna for the examination of the defendants' president, as an officer of a corporation, for discovery should not be set aside quoad the books and documents which it called upon him to produce, for the affidavits showed that the accounts of the defendants were kept in the books of the president; and the practice of setting aside a subpœna, as laid down in *Steele* v. *Savory*, (1891) W. N. 195, was one to be followed only in exceptional cases, while in ordinary cases it would be better that the question of production of documents should be raised before the examiner.

A. C. McMaster, for plaintiff. *W. H. Blake*, for defendants.