

BROWN V. ORDE—RIDDELL, J., IN CHAMBERS—MAY 20.

*Appeal—Leave to Appeal to Divisional Court from Order of Judge in Chambers—Discovery—Slander.*] — Motion by the plaintiff for leave to appeal from the order of MIDDLETON, J., ante 1230, dismissing an appeal from the order of MAC TAVISH, Local Judge at Ottawa, directing the plaintiff to answer certain questions which he had refused to answer upon his examination for discovery. RIDDELL, J., said that, upon a careful consideration of the whole case, he could see no reason to doubt the soundness of the judgment from which it was desired to appeal; and he refused the application with costs. An unreported case in the Queen's Bench Division, McDonald v. Sheppard, was nearly in point; but he did not think any authority was necessary. The order to be without prejudice to any motion the plaintiff may be advised to make for the amendment of the pleadings, etc., etc. J. King, K.C., for the plaintiff. H. M. Mowat, K.C., for the defendant.

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GRICE V. BARTRAM—KELLY, J.—MAY 20.

*Contract—Construction—Purchase of Assets of Company—Assumption of Liabilities—Liabilities Assumed “without Corresponding Value”—Surrounding Circumstances and Object—Transfer of Shares—Rectification of Contract—Damages—Loss of Dividends—Counterclaim.*]—Two actions were brought by the plaintiff against the defendant in respect of transactions arising out of agreements relating to dredging operations, and were consolidated. The consolidated action was tried before KELLY, J., without a jury, at Toronto. The defendant was interested in a company known as the Cape Breton Dredging Company Limited. On the 26th April, 1909, the plaintiff and defendant made an agreement to the effect that the defendant was to organise and incorporate a new company, to be known as the General Construction and Dredging Company Limited, and to have transferred to it the assets of the Cape Breton company, the plaintiff agreeing to invest money in the enterprise, for which he was to receive shares in the new company. On the 1st May, 1909, this agreement was cancelled and a new agreement of that date substituted therefor, the purport of which was the same, but the terms different. The General Construction and Dredging Company Limited was incorporated on the 4th May, 1909. On the 11th May, 1909, the defendant and the Cape