

Paper Mills of Canada Limited, during the months of July, August, and September, 1907. BRITTON, J., in a written opinion, made a full statement of the circumstances in which the agreement was arrived at and of the other facts and circumstances of the case, and set out the correspondence between the parties. The defences pleaded were: (1) that the agreement relied on by the plaintiffs was merely a guarantee of the defendants that they would pay a debt to be incurred by the receivers and managers of the Imperial Paper Mills Company, and that no such debt had been incurred; (2) that, as against any such debt or liability by the receivers and managers, they had, and the defendants in this action had, the right to contend that the securities which were taken by the plaintiffs from the company were inoperative by reason of a trust deed by the company to secure certain debenture-holders, and also that these securities were invalid by reason of non-compliance with the Bank Act; and (3) that, of the logs actually delivered by the plaintiffs to the company, 3,000 cords at least were the property of the defendants, and not of the plaintiffs. Upon considering the plaintiffs' claim and these defences, and upon his view of the facts, the learned Judge pronounced in favour of the plaintiffs for the recovery of \$20,932.45, with costs. F. E. Hodgins, K.C., and D. T. Symons, K.C., for the plaintiffs. J. Bicknell, K.C., and W. J. Boland, for the defendants.

INGLIS V. RICHARDSON—MASTER IN CHAMBERS—SEPT. 12.

Discovery—Examination of Plaintiff—Sale of Wheat—Destruction by Fire—Loss, by whom Borne—Property Passing—Scope of Examination—Relevancy of Questions—Former Dealings between Parties.—Motion by the defendants for an order requiring the plaintiff to attend for re-examination for discovery and answer questions which he refused to answer upon the original examination. The plaintiff bought from the defendants and paid for 4,000 bushels of wheat, of which only 1,000 bushels were delivered. The plaintiff received from the defendants orders on the agent of the Canadian Pacific Railway Company at Owen Sound to deliver the 4,000 bushels to the plaintiff, out of the defendants' wheat in the railway company's elevator; but only 1,000 bushels had been delivered when the elevator was burnt and all the defendants' wheat was destroyed.