

were taken down in writing, read over for the purpose of correction or explanation and signed, the deposition was incomplete until signed, and could not be looked at as evidentiary, but under the modern system of stenographic examination, the spoken word of the witness becomes the written word of the record and is complete as it progresses—nothing is needed to authenticate it as far as the witness is concerned—at every stage of progress it is evidence as far as it goes, and where an examination in chief is not concluded when the witness dies it will be received in evidence, but with less credit than is given to evidence adduced to rebut it. Judgment of ROSE, J., reported ante p. 173, affirmed.

W. M. Douglas, for the appeal. Wallace Nesbitt, contra.

Street, J.]

SHEARD v. HORAN.

[May 25.

*Damages—Warranty of title—Sale of machine—Contemplated profits from use of.*

The defendant company in 1893 sold a hay press to their co-defendant upon credit, and upon the terms that the property should remain in them until payment. The contract was properly filed under s. 6 of 51 V., c. 19, now s. 3 of R.S.O., c. 149. A few months afterwards the purchaser resold the press to the plaintiff, who had no knowledge of the facts, and was told that it was paid for and free from any lien. After the plaintiff had used it for nearly four years, during which the original purchaser had made some small payments on account, the defendant's company seized it in the plaintiff's possession under the terms of the contract.

*Held*, that the plaintiff was entitled to recover from his vendor upon a warranty of title which he proved, the value of the press and the sum he would have received beyond expenses upon contracts actually made to press hay with the press in question, and which he was in course of executing at the time of the seizure, the use of the press in that way having been in the contemplation of the plaintiff's vendor at the time of the sale. *The Argentine*, 14 App. Cas. 519; *Cory v. Thomas Iron Works Co.*, L.R. 3 Q.B. 181; and *Mullett v. Mason*, L.R. 1 C.P. 559, followed.

*Birnie*, for plaintiff. *Shepley*, Q.C., for defendant company. W. A. J. Bell, for the other defendants.

Street, J.]

TELFER v. BROWN.

[May 25.

*Principal and agent—Business carried on in the name of agent—Lease of premises to agent—Surrender—New lease to agent and others—Notice to landlord—Liability—Injunction—Parties—Declaration of right—Damages—Depreciation of stock—Depriving principal of value of term.*

One of the defendants was in 1893 employed by the plaintiffs as the