

DISCOVERY—Continued.

Court to order their production; the convenient and safe course being to letter or number each document. Where, therefore, an affidavit referred to two sealed parcels of letters marked A and B, and as containing correspondence between named dates, it was held insufficient. **THE CUSHING SULPHITE FIBRE COMPANY, LTD. v. CUSHING (No. 2)** 466

3. — Production Abroad—Power of Court—Inspection—Demand for, previous to Application to Court—Act 53 Vict., c. 4, s. 62—Technical Practice—Avoidance by Court of Needless Costs. While the Court may have power to order production abroad of documents here, it will not exercise it except in special circumstances. Where inspection of documents was had by consent, an objection on a summons for an order for inspection subsequently taken out, that a demand in writing for inspection was required by section 62 of Act 53 Vict., c. 4, to be first made, was overruled as technical—the Court declining to express an opinion upon its correctness—and as entailing costs, while without benefit to the suitors—a result avoided by the Court where possible. **THE CUSHING SULPHITE FIBRE COMPANY, LTD. v. CUSHING (No. 3)** 469

4. — Discovery — Immateriality — Issue in Suit. Discovery ordered by defendant of books shewing profits on sales by him to the plaintiff company while its managing director, in a suit for an accounting of such profits, to which the defence was set up that the sales were at a price fixed by an agreement with the company, and though the production of the books might not be ordered until the title of the company to relief was established at the hearing. **THE CUSHING SULPHITE FIBRE COMPANY, LTD. v. CUSHING (No. 4)** 472

— Account 503
See ACCOUNT, 2.

DISMISSAL OF BILL.

See BILL.

DOCUMENTS—Discovery—Production. 458, 466, 469, 472
See DISCOVERY, 1, 2, 3, 4.

DONATIO MORTIS CAUSA —

Savings Bank Deposit Book—Trust—Remedy in Equity. A deceased person in her last illness, and shortly before her death, handed to the defendant a government savings bank pass book in which was credited in the names of the defendant and the deceased a sum of money deposited in their names, and at the same time told the defendant to pay to the plaintiff \$400 out of the bank, pay some debts owing by the deceased, and her

DONATIO MORTIS CAUSA—Con.

funeral expenses; to which the defendant assented. The money on deposit belonged to the deceased, but could be withdrawn by the defendant on delivery up of the pass book, before or after the deceased's death. *Held*, (1) that the pass book was a good subject of a *donatio mortis causa*; (2) that there was a valid *donatio mortis causa* constituted by trust, and enforceable in equity, in favor of the plaintiff. **THORNE v. PERRY** 146

DOWER—Report of Commissioners—

Right of Widow to Have Land Set Off to Her—Payment of Money—Convenience of Owner of Land Subject to Dower—Act 53 Vict., c. 4, s. 259 (4)—Practice—Admissibility of Affidavits on Motion to Confirm Commissioners' Report. Under Act 53 Vict., c. 4, s. 237, *et seq.*, a widow will not be compelled to take money in lieu of land because such a course will be more satisfactory or profitable to the owner of the land subject to dower. Affidavits upon questions of fact inquired of or relevant to an inquiry by Commissioners to admeasure dower cannot be read on a motion to confirm their report. *In re KEARNEY* 264

DRUNKARD—Allowance to Family—

Payments out of Principal—Act 53 Vict., c. 4, s. 276. Where the estate of a drunkard did not yield sufficient income to maintain him and to partly maintain his family, the Court, under Act 53 Vict., c. 4, s. 276, ordered a yearly sum to be paid out of principal by the drunkard's committee to the family for their support. *In re STACKHOUSE, A DRUNKARD* 91

EASEMENT — Deed — Agreement respecting Easement—Effect of, upon Subsequent Purchasers of Dominant and Servient Tenements—License—Revocation—

Expenditure—Equitable Compensation—License to Lay Water Pipes—Repairs—Burden of Making—Refusal of Licensor to Allow Repairs to be Made. The lower and the upper half of a lot of land were respectively conveyed to separate purchasers. In the deed of the lower half the grantor reserved to himself, his heirs and assigns, the right of way to convey water by aqueduct or otherwise from one of the springs on the lower lot to the upper lot. The easement was assigned in the deed of the upper lot. On the lower lot were two springs known as the front and back springs. It was agreed, and acted upon, by the purchasers of the lots that the back spring should be set apart for the exclusive use of the owner of the upper lot under the reservation in the deed of the lower lot. Plaintiff defendant, becoming respectively the owners