Held, that the costs coming to the plaintiff constituted an attachable debt before taxation, which was bound by the service of the garnishment process and properly payable into the Division Court after it was ascertained by taxation; and the defendant could not object that his set-off was not ascertained at the time of payment into Court as it was by his own default; and therefore the money paid into Court pursuant to the attachment process was to be taken to be part of the money due to the plaintiff for costs, and not as representing the same debt as the money paid to the sheriff.

W. H. P. Clement, for the plaintiff.

A. H. Marsh, for the defendants.

Mr. Dalton, Q.C.] [March 23.

THE QUEEN *ex rel.* FELITZ v. HOWLAND.

Municipal election—Quo warranto—Master in Chambers, jurisdiction of—Time—Qualification—Married woman—Municipal Act, 1883.

The jurisdiction of the Master to grant a fiat for a summons in the nature of a writ of *quo warranto*, to contest the validity of a municipal election, *held* to be established by the 13th sec. of the A. J. Act, 1885.

A summons issued within a month of the formal acceptance of office by the statutory declaration of qualification of office was *held* to be in time, notwithstanding that it was issued more than six weeks after the election, and more than a month after a speech accepting office made by the respondent to a meeting of electors and certain other acts of a similar character, less formal than the statutory declaration.

The respondent was rated on the assessment roll, in respect of a leasehold property, sufficient in value to qualify him for office, but the property was that of his wife, to whom he was married in 1872, and who acquired the property in 1884.

Held, that the respondent had no estate in the property in respect of which he was rated, and, therefore, did not possess the qualification required by sec. 73 of the Municipal Act of 1883, (O.)

Bain, Q.C., and *Kappele*, for the relator.

Robinson, Q.C., *Lash*, Q.C., and *Henry O'Brien*, for the respondent.

Mr. Dalton, Q.C.] [March 24.

JENNINGS v. GRAND TRUNK R. W. CO.

Pleading not guilty by statute—Particulars.

Particulars were ordered of any defence intended by a plea of not guilty by statute, other than a denial of the facts stated or implied in the statement of claim, and a denial of the legal liability of the defendants to the plaintiff.

Shepley, for the plaintiff.

Aylesworth, for the defendants.

Boyd, C.] [March 24.

CANADA PACIFIC RY. CO. v. CONMEE ET AL.

Fraud—Production of documents — Privilege—Particulars—Facts.

In an action to recover payments made by the plaintiffs to the defendants, who were contractors for the building of the plaintiffs' line of rai · ay, on the ground that the progress certificates upon which the payments were made were false and fraudulent, the defendants asked for (1) production of documents shewing the results of measurements and surveys made by the plaintiffs for the purpose of litigation; and (2) particulars of the matters alleged to be wrong in each certificate complained of.

Held, that the documents in question were privileged, even if they were procured, not for this action, but for another action between the same parties; but

Held, that the plaintiffs should give particulars of the errors in the certificates on which they relied, and although this might involve the disclosing of matters of fact derived from privileged communications, yet it was no breach of the rule which protects documents so privileged.

Information obtained by means of the measurements and examination of the company's surveyors was not *per se* privileged; the results are matters of fact involving less or more of earth and rock, excavation and filling.

R. M. Wells, for the plaintiffs.

Wallace Nesbitt, for the defendants.
