

and managing engineer for the designing and construction of the works in question. The works have been partly constructed, but it is said that they are not in accordance with the requirements of the contract. They have been taken over by the plaintiff. The pleading then set out some twenty-one heads of complaint. It is said that in August, 1912, the contractor abandoned work under the contract. Claim is made for damages, heads of damage are enumerated, but detailed sums are not given. The damage is said to amount in all to upwards of \$1,000,000.

The agreement between the parties is framed upon very simple lines. Specifications are not given. The contractor agrees to design and construct, checking surveys already made, making all necessary surveys required, going thoroughly into the question of water supply and storage, etc., submitting an estimate of the cost of construction and available power for the approval of the plaintiff. When these plans were approved, the contractors had to supervise the construction of the entire works, furnishing the engineering staff and obtaining all materials and machinery necessary for construction purposes. The works to be constructed were mentioned in a general way, including twenty miles of railway, a dam sufficient to raise the level of the water sixty metres, another smaller dam to raise the water of another river to the same height, power-houses, machinery, etc., and two hundred and ten miles double circuit transmission line on steel towers, with sub-stations, a distribution system, and subsidiary structures and buildings. For all this work the plaintiff was to pay cost price and a commission.

The disputes between the parties, as already indicated, are of the most extensive description; and, in order adequately to prepare for trial, information will have to be obtained from men resident in different parts of the world, and to whom it is not easy to obtain access, owing to their being engaged on other engineering tasks of magnitude.

The plaintiff contends that the relationship which existed between the parties entitles them to obtain the fullest possible discovery from the defendant before being compelled definitely and finally to formulate the charges upon which it is intended to rely at the hearing.

With this I agree. At the same time, I think it will be essential for a fair trial of the action that some time before the hearing the precise matters which it is intended to bring in issue should be as definitely formulated as possible. In all cases of this description there cannot be a fair trial unless this