

for false representations made by the defendants and their agents, whereby the plaintiffs (a brother and sister) were induced to pay \$550 for two lots in Port McNicol, on the 7th December, 1911. Upon his examination, the plaintiff Wilson, on the advice of counsel, refused to answer general questions as to what the defendants' agent said to him, offering to tell what representations were made by the agent or agents and the defendants. On the motion, counsel for the plaintiffs argued that the plaintiff Wilson was not obliged to disclose his evidence, and could not be examined in such a way as to lay a foundation for impeaching his credibility at the trial; citing Bray's Digest of the Law of Discovery, p. 455 et seq.; Coyle v. Coyle, 19 P.R. 97. The Master said that these authorities did not bear the interpretation sought to be given to them; and the plaintiff Wilson ought to give some answer to the questions put to him, speaking to the best of his recollection, which was all he could be asked to give. Order made requiring the plaintiff Wilson to attend again, at his own expense, for examination, if required. Costs of the motion and of the abative examination to the defendants in any event. Grayson Smith, for the defendants. J. P. MacGregor, for the plaintiffs.

LOVELAND V. MCNAIRNEY—KELLY, J.—JAN. 23.

Injunction—Receiver—Endorsement on Writ of Summons—Amendment.]—Motion for an injunction and a receiver and for leave to amend the endorsement on the writ of summons. The learned Judge said that, on the merits, the plaintiffs were not, in his judgment, entitled to a receiver on an injunction, and their application failed. In this view, there was no reason for amending the endorsement. Motion dismissed with costs. J. T. White, for the plaintiffs. R. M. McKay, for the defendant.

FARAH V. CAPITAL MANUFACTURING CO.—KELLY, J.—JAN. 23.

Fraud and Misrepresentation—Sale of Shares—Agreement—Lease—Rescission—Return of Moneys Paid.]—Action by Kalil Farah and Sadie Farah, husband and wife, against the above-named company and the five directors of the company individually, for the rescission of an agreement and lease, the return of money paid by the plaintiffs for shares in the com-