of the son, on or about the 9th May, 1908, should be repaid to him. As to this, the learned Judge said that, while he was not at all certain that the defendant was not, even then, so unfit to transact business as to render it impossible for him, with any true appreciation of what he was doing, to consent to the withdrawal of his money to pay the note of another, the evidence was not so clear as to enable him to determine that satisfactorily. And so, as to this portion of the counterclaim, the defendant must fail. The defendant to have costs of the action and of the portions of the counterclaim upon which he succeeded; no costs to either party of the portion of the counterclaim upon which the defendant failed. D. B. Maclennan, K.C., for the plaintiffs. R. A. Pringle, K.C., for the defendant.

CANADIAN KNOWLES CO. v. LOVELL-MCCONNELL CO.—MASTER IN CHAMBERS—FEB. 14.

Discovery—Examination of Officer of Defendant Company—Scope of Examination—Production of Books—Evidence—Admissibility.]—The plaintiffs, having issued a commission to examine witnesses at New York, one of them being the manager of the defendant company, and proposing to ask certain questions and to ask for production of the books and records of the defendant company, moved for a direction as to their right to have such discovery. The plaintiffs, by the statement of claim, alleged an agreement with the assignor of the plaintiffs to appoint him sole selling agent of the defendants for Canada until the 1st April, 1911, and to deliver to him $10,000 worth of their products, and that this contract was broken by the defendants in both respects; and claimed $5,000 damages. The defendants, by their statement of defence, specifically denied these material allegations and put the plaintiffs to the proof thereof; and also alleged failure on the part of the plaintiffs to comply with the terms of the contract. The Master said that the matter came before him now, as he understood, as if the questions had been asked and the witness had refused to answer or make production. If the examination was by way of interrogatories, there would certainly be no power to limit them: see Toronto Industrial Exhibition Association v. Houston, 9 O.L.R. 527, and cases cited; and the same principle applied to the present case. The Master thought also that the plaintiffs were entitled to shew that their allegations which the defendants had denied were true, and to prove by the defendants' books (if it were the fact) that