

such deposition was not in fact signed by the Judge or person purporting to have signed the same."

W. J. Treemear, for prisoner.

Frank Ford, for the Crown.

The judgment of the Court (OSLER, MACLENNAN, MOSS, GARROW, JJ.A.) was delivered by

OSLER, J.A.—The cross-examination never was in fact completed. It had been interrupted at the most critical and important stage of it, and the witness and accused were never brought face to face together again. The magistrate most irregularly obtained the signature of the witness to her incomplete deposition, in the absence of the prisoner, and afterwards, on this incomplete deposition, the witness not being present, committed him for trial. It is impossible to say that the prisoner's counsel, not to say the prisoner himself, ever had a full opportunity of cross-examining the witness. There is no pretence for saying that he waived it. Even if the inquiry had closed on the first day, the deposition disclosed on its face that there had not been a full opportunity of cross-examining the witness, as the magistrate interfered with the counsel and prevented questions being asked which, however painful to all parties concerned, were entirely pertinent and necessary to elucidate the vital point of the defence. The deposition was, therefore, not properly received in evidence, and, as there was no other evidence on which the conviction could be supported, it must be set aside and the prisoner discharged.

WINCHESTER, MASTER.

SEPTEMBER 18TH, 1902.

CHAMBERS.

GLOBE PRINTING CO. v. SUTHERLAND.

Summary Judgment—Rule 603—Liability of Defendants—Finding of Fact on Correspondence, Affidavits, and Depositions.

Motion by plaintiffs for summary judgment under Rule 603 in an action to recover the amount of an advertising account. The defendants did not dispute the amount, but their liability. They were brokers, and the advertisements published by the plaintiffs were in connection with the floating of the Atlantic Pulp and Paper Company, upon whom, or upon the Poole Publishing Company, the liability was alleged to be. A statement of claim had (by mistake of a clerk or one of the plaintiffs' solicitors) been delivered by plaintiffs before