judgments within the meaning of the statute. It seems to be a question which should be dealt with in a liberal spirit, and with a careful avoidance of technicalities. The evident object of the statute is to give an appeal from any adjudication that finally disposes of the action, or, we should think, any substantial and not merely subsidiary question in the action. In the case of *Clarke* v. *Goodall*, noted ante, p. 305, the point came up and the conclusion reached does not appear to us to be satisfactory. In that case, at the trial of the action a reference was ordered to a referee to assess the damages and further directions were reserved. The Master assessed the damages and an appeal was had from him to a Judge, and from the Judge, to a Divisional Court, and from the Divisional Court to the Court of Appeal. On a motion in that case for a judgment on further directions, it is obvious the decision of the Court of Appeal could not be impugned and the High Court would be bound to give judgment for the damages as finally assessed by the Court of Appeal. As regards the assessments of damages, which is really the substantial question in the action, it is perfectly plain, therefore, that the judgment of the Court of Appeal is a final judgment, as far as the Courts of Ontario are concerned; and in reality disposes of the main and principal question in the action, and yet the Supreme Court has reached the conclusion that this is not a "final judgment" within the Supreme Court Act. In *Smith* v. *Davies*, 54 L.T. 478, a judgment of foreclosure was held to be a "final judgment," though no final order had been pronounced. In *Collins* v. *Paddington*, 5 Q.B.D. 368, an order made on a case stated by an arbitrator was held to be interlocutory; but in *Sherbrook* v. *Tufnell*, 9 Q.B.D. 621, such an order was held to be "final." The Supreme Court has decided that no appeal lies from an order refusing to set aside a judgment by default: *O'Donohue* v. *Bourne*, 27 S.C.R. 654; nor from an order perpetually staying proceedings: *Maritime Bank* v. *Stewart*, 20 S.C.R. 105; nor from a judgment on a specially indorsed writ: *Morris* v. *London and Canadian L. and A. Co.*, 19 S.C.R. 434. On the other hand an order refusing a motion to set aside a judgment