

of the new company for the old. Appeal dismissed with costs. W. E. Middleton, K.C., and G. Kerr, for the defendants. G. Lynch-Staunton, K.C., for the plaintiff.

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COLONIAL INVESTMENT AND LOAN CO. v. SPOONER—RIDDELL, J., IN CHAMBERS—NOV. 2.

*Mortgage Account.*]—Upon appeal by the defendants under Con. Rules 596 (4), 767, from the rulings of a judgment clerk in taking an account of the amount due to the plaintiffs in a mortgage action, where the defendants disputed the amount only, it was held that the amount found due was right, certain receipts produced by the defendants not being applicable to the mortgage debt. A. B. Cunningham, for the defendants. A. McLean Macdonell, K.C., for the plaintiffs.

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DROUILLARD v. DROUILLARD—MASTER IN CHAMBERS—NOV. 3.

*Discovery—Examination of Foreign Party—Interpreter.*]—The plaintiff, a foreigner, attended for examination for discovery, but refused to be sworn and examined in English, because not sufficiently familiar with it, although the examiner, after questioning the plaintiff, ruled that he understood English sufficiently to be examined. Upon a motion by the defendant to compel the plaintiff to submit to examination, the Master held that the ruling of the examiner was to be obeyed at this stage, and made the order asked for, referring to Con. Rule 439; 17 Am. & Eng. Encyc. of Law, p. 29; Wigmore on Evidence, vol. 1, p. 811. Costs to the defendant in any event, subject to the conclusion of the trial Judge as to the necessity for an interpreter. Frank McCarthy, for the defendant. F. L. Bas-tedo, for the plaintiff.

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KELLY v. JOURNAL PRINTING CO.—BRITTON, J.—NOV. 4.

*Receiver.*]—Motion by the defendants, judgment creditors of the plaintiff, to continue a receiver and injunction. Order made continuing the defendants as receivers, and continuing until further order the injunction; this to be without prejudice to any motion that may hereafter be made by the defendants, or by any execution creditor, to have the sheriff or any other officer of the Court appointed as receiver, so that all creditors, if so entitled, may have their rights under the Creditors' Relief Act protected. H. M. Mowat, K.C., for the defendants. No one for the plaintiff. J. A. Macintosh, for an execution creditor.

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ELMIRA INTERIOR WOODWORK CO. v. ENGINEERING CONTRACTING CO.—MASTER IN CHAMBERS—NOV. 4.

*Venue.*]—In the circumstances of this case, the Master refused the defendants' motion to change the venue from Berlin, where the plaintiffs carried on business, to Toronto, where the work in question in the action was put up, though prepared in Berlin. The refusal was without prejudice to any application to the trial Judge for a direction as to the payment of witness fees. The Master referred to Saskatchewan Land and Homestead Co. v. Leadlay, 9 O. L. R. 556. He also pointed out that the affidavit in support of the motion, being made by the defendants' solicitor on information and belief without giving the source, was not receivable: Leach v. Bruce, 9 O. L. R. 380. F. J. Roche, for the defendants. J. E. Jones, for the plaintiffs.