

## MACMAHON v. RAILWAY PASSENGERS ASSURANCE CO.—MASTER IN CHAMBERS—JUNE 24.

*Discovery—Examination of Plaintiff—Order for Further Examination—Stay of Proceedings until Plaintiff's Return from Abroad.*—By an order of the Master made on the 6th May, 1912 (ante 1239), the plaintiff was required to attend for further examination for discovery; and this was affirmed by RIDDELL, J. (ante 1301). The defendants then served an appointment for the plaintiff's examination on the 7th June. The plaintiff, being absent in Europe, did not attend. The defendants then asked for a consent from his solicitors to have the action stayed until his return and examination. This being refused, the defendants now moved for such an order. Upon the motion it appeared that, since the order of RIDDELL, J., the marriage certificate of the plaintiff's mother had been produced, and a copy taken by the defendants' solicitors. It had been previously stated that this would satisfy them. It now appeared that, as they could get no satisfaction about admitting the marriage certificate, in such form as would enable them to treat it as part of the examination for discovery, they intended to withdraw the offer. The Master said that the case was similar to that of Maclean v. James Bay R.W. Co., 5 O.W.R. 440, 495. There the action was stayed for a month, and the defendants were directed to examine the plaintiff on commission. Here there could not be any trial for nearly three months. In the opinion of the Master, unless some arrangement could yet be made, as by making the certificate part of the plaintiff's productions, which seemed a reasonable course to adopt, an order must go to stay the action until the return of the plaintiff or until the 31st August, if it should be necessary to issue a commission. Costs of this motion to be costs in the cause. Shirley Denison, K.C., for the defendants. G. H. Sedgewick, for the plaintiff.

## MCDONALD v. EDEY—MIDDLETON, J.—JUNE 25.

*Architect — Negligence — Damages — Counterclaim — Commission — Costs.*—The plaintiffs alleged that the defendant, who was employed by them as an architect in the erection of a house, was liable for damages by reason of his careless, negligent, and unskilful conduct in and about the building in question. The damages claimed were \$2,500. The defendant,