

taker or servant. If the tenancy had been determined, a new one would have to have been created to stay the running of the statute. No such tenancy was created. The fact that the property was assessed to the father as owner and the son as tenant in 1879 and 1880, and to both as freeholders from 1880 to 1899, and that in 1882 the assessment was at the instance of the son, does not authorize the drawing of an inference that a new tenancy at will was created within eleven years before action: *Doe d. Bennett v. Turner*, 7 M. & W. 226, is distinguishable. The agreement relied on by plaintiffs was made by defendant in ignorance of his rights, and is not binding: *Fane v. Fane*, L. R. 20 Eq. 698: and any election made by him to take under the will is part of the same transaction and falls with it. Action dismissed without costs.

Mulock, Mulock, Thompson, & Lee, Toronto, solicitors for plaintiffs.

Montgomery, Fleury, & Montgomery, Toronto, solicitors for defendant.

MEREDITH, C.J.

JANUARY 9TH, 1902.

CHAMBERS.

EVANS v. JAFFRAY.

Discovery — Production — Examination — Promotion Agreements and Expenses.

Appeal by defendants Cox and Ryckman from order of Master in Chambers requiring defendant Ryckman to file further and better affidavit on production, and requiring defendants Cox and Ryckman respectively to attend and answer certain questions which they had declined to answer upon their examination for discovery, and to be examined as to all matters consequent on or arising out of or necessary to make complete their answers to these questions.

E. F. B. Johnston, K.C., and C. W. Kerr, for defendants Cox and Ryckman.

F. A. Anglin, for plaintiff.

MEREDITH, C.J.—Held, that the questions intended to elicit from defendants information as to the source from which came the \$20,000 received by defendant Jaffray from defendant Ryckman after the company which was formed had been floated, are irrelevant and such as defendants are not bound to answer; that the other questions which defendant Cox declined to answer relate to the agreements which were ultimately entered into for the purchase of the businesses which were transferred to the company formed, and are relevant and should have been answered; that as to questions 17, 19, and 67, 17 and 19 cover practically the same