

and, if it is reversed, the plaintiffs will obtain all that is sought permanently which they had only temporarily under the judgment of Mr. Justice Sutherland. In either view, the present action seems to be not well-advised; and I see no other course but to dismiss it with costs.

CANADIAN OIL CO. v. CLARKSON—MASTER IN CHAMBERS—MAY 25.

Discovery—Examination of Defendant—Action for Price of Goods—Counterclaim—Inferior Quality of Goods—Particulars of Sales and Return of Goods by Customers.—The plaintiffs claimed \$1,130 for goods (chiefly oil) sold and delivered to the defendant. In the statement of defence it was alleged that the oil supplied was not in accordance with the plaintiffs' contract, and that the defendant had sustained damages on this account to the amount of over \$3,000, of which \$165 was loss of profit on sales and \$2,000 for injury to his business. In paragraph 7 of the statement of defence it was said that, after the defendant had sold large quantities of the oil so supplied, to numerous customers, he was obliged to take back a large portion of the oil and make a large reduction on the price of what was kept by the customers. On examination for discovery the defendant was asked to give particulars of these sales, but declined to do so, on the advice of counsel. The plaintiffs moved for an order requiring the defendant to answer these questions. The Master said that, no doubt, the general rule was that parties were not required to give the names of their witnesses; but here it seemed that the defendant was claiming about \$1,000 as damages arising out of the rejection of the oil supplied by the plaintiffs after it had been sold by the defendant to his customers, on the assumption that it was of the quality to be supplied by the plaintiffs. The point seemed to be covered by the decision in *Ontario and Western Co-operative Fruit Co. v. Hamilton Grimsby and Beamsville R.W. Co.*, 3 O.W.N. 589, at p. 591; *Scott v. Mernery*, 3 O.L.R. 252. Here the defendant counterclaiming was really a plaintiff asking damages from his vendors, who were entitled to information such as was ordered in the case first cited. Order made as asked; costs to the plaintiffs in the cause. W. N. Tilley, for the plaintiffs. R. B. Henderson, for the defendant.