

dismissed, leave being also given to add the Hamilton and Toronto Sewer Pipe Co. as plaintiffs. Frank McCarthy, for the defendants. J. H. Spence, for the plaintiff.

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GRAND TRUNK R. W. Co. v. BROOM—RIDDELL, J.—OCT. 29.

*Settlement of Action—Issue.*—An action was brought by James Broom against the corporation of the town of Toronto Junction, the Grand Trunk Railway Co., and the estate of Reuben Armstrong, to recover damages for wrongful dealing with certain household furniture belonging to Broom. Negotiations and correspondence took place with a view to settlement, and a question arose as to whether a settlement had in fact been made between Broom and the Grand Trunk Railway Co. An issue was directed to try the question, whether the action was settled; this was tried by RIDDELL, J., without a jury, and he now gave judgment in favour of Broom, the defendant in the issue, finding, upon the correspondence and other evidence, that there never was a settlement. The defendant, who appeared in person, was allowed his disbursements, if any. D. L. McCarthy, K.C., for the plaintiffs.

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SEWELL v. CLARK—BRITTON, J.—OCT. 29.

*Particulars—Seduction.*—The order of the Master in Chambers, *ante* 75, was affirmed. W. E. Middleton, K.C., for the defendant. T. J. Blain, for the plaintiff.

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SCOTT v. UNION BANK—MASTER IN CHAMBERS—NOV. 1.

*Discovery—Privilege.*—Upon a motion by the plaintiff for a better affidavit on production by the defendant, the Master held that the claim of privilege was not sufficient under the decision in *Clergue v. McKay*, 3 O. L. R., 478, and was also of opinion that certain correspondence referred to was not privileged. Order for a better affidavit with costs to the plaintiff in any event. H. Cassels, K.C., for the plaintiff. C. A. Moss, for the defendants.

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SPROAL v. SPROAL—FALCONBRIDGE, C.J.K.B., IN CHAMBERS—NOV. 1.

*Jurisdiction of Local Judge—Appeal.*—Leave to appeal from an order of a local Judge was granted to the plaintiff and the appeal allowed, on the ground that there was no sufficient evidence that all parties agreed that the motion should be disposed of by the local Judge, one of the solicitors not residing in the local Judge's county. Costs of motion and appeal to be costs in the cause. W. Proudfoot, K.C., for the plaintiff. G. H. Kilmer, K.C., for the defendant.

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MCGREGOR v. VAN ALLEN CO. LIMITED—DIVISIONAL COURT—NOV. 1.

*Contract—Novation.*—Appeal by the defendants from the judgment of LATCHFORD, J., in favour of the plaintiff, who was employed as a traveller by the E. Van Allen Co. Limited prior to the 1st September, 1906, and continued in their employment until January, 1907, when the defendants took over all the assets of the E. Van Allen Co., and the plaintiff continued in the defendants' employment during a part of 1907. The plaintiff sued for commission in respect of orders sent in by him prior to January, 1907. The COURT (MULOCK, C.J.Ex.D., MACLAREN, J.A., AND CLUTE, J.), held that there was, on the evidence, a clear novation and substitution of the liability