

*aside—Jurisdiction of Master in Chambers—Con. Rules 42(17) (d), 778—Jurisdiction of Referee.]—*In this proceeding under the Mechanics' Lien Act, a motion was made by the defendant to set aside a judgment given by an Official Referee on a trial before him, at which the defendant did not appear. It was objected that the Master had no jurisdiction to entertain the motion. Con. Rule 42 defines the powers of the Master in Chambers, and sub-clause (d) of clause 17 of that Rule excepts from his jurisdiction "staying proceedings after verdict, or on judgment after trial or hearing before a Judge." No mention is made of setting aside such a judgment, in any case, even by consent. The Master said that, if the defendant here had any remedy, it would seem to be under Con. Rule 778. The power given thereby could probably be exercised, in a proper case, by the Official Referee. See sec. 34 of the Act. Here the ground of attack was, that no written notice of trial was served, as required by the Act. It would be for the Referee to say whether notice was served, and, if not, what relief should be given to the defendant. Motion dismissed with costs, fixed at \$10, to be added to the plaintiff's claim. T. Hislop, for the defendant. R. D. Moorhead, for the plaintiff.

CARRY v. TORONTO BELT LINE R.W. CO.—MASTER IN CHAMBERS
—FEB. 21.

*Discovery—Production of Documents—Action on Judgment and for Receiver—Inquiry as to Property of Judgment Debtors—Company—Production of Minute-books and Accounts.]—*Motion by the plaintiff for a further and better affidavit on production from the defendants. The action was on a judgment against the defendants, recovered on the 9th June, 1893, for a sum which, with interest, amounted to nearly \$5,000 at the issue of the writ in June, 1911. The plaintiff claimed: (1) the appointment of a receiver; (2) full discovery by the defendants of their real and personal property; (3) a sale of the railway and a reference to ascertain prior incumbrances; (4) a reference to ascertain value and amount of the property of the defendants exigible under the plaintiff's judgment. The defendants were incorporated by the Act 52 Vict. ch. 82 (O.) The affidavit already made by the secretary of the defendants produced only three documents: (1) agreement dated the 20th January, 1890, between the defendants and the Grand Trunk Railway Com-