or take the necessary steps to have them transmitted to the office of the Court at his own place of abode.

Held, that an affidavit to show the incorrectness of the affidavit of documents could not be received, following *Jones* v. *Monte Video Gas Co.* 2 R., 5 Q. B. D. 556.

Hoyles, for the appeal.

Clement, contra.

Master in Chambers.] [Jan. 27.
Rose, J.] [March 3.

MCCRANEY ET AL. v. MCLEOD; HAWKINS ET AL., GARNISHEES.

Attachment of debts—Money due under contract.

McCraney & Son, having a judgment against McLeod, obtained and served an attaching order and garnishing summons on Hawkins, the garnishee, on the 15th March, 1884.

The debt alleged to be due from Hawkins to McLeod was for work done by McLeod upon a building contract for Hawkins.

The contract was that McLeod was to erect a house for which he was to receive from Hawkins $1,225; $300 when the frame was up, $300 when the building was wholly enclosed, and the balance when the work was all completed. The building was to be completed on or before the 3rd February, 1884.

McLeod went on with the work and received the two sums of $300, but he had not completed the building on the 3rd February, 1884. He, however, continued the work till after that time, and until after the 1st April, when the building being still unfinished, Hawkins entered, took possession, and completed it.

Held, that the debtor, having abandoned the contract, and his employer not having entered upon the work at the time of the service of the attaching order, no debt then existed according to the terms of the contract, and no promise to pay had arisen by implication; and, therefore, there was nothing upon which the attaching order could operate.

Summons discharged.

McClive, for McCraney & Son.

A. G. Hill, and *Echlin*, for opposing creditors of McLeod.

Eddis, for the garnishees.

Boyd, C.] [March 4.

WHITE v. BEEMER.

Reference under sec. 48 O. J. A.—Jurisdiction of Master in Chambers and local judges.

A county judge sitting as local Master under rule 422 O. J. A. made an order, purporting to be under sec. 48 O. J. A., referring all the matters in difference in the action for trial to an official referee.

Upon appeal, the defendant urged that the judge had no power to make the order.

Held, that as the Master in Chambers has not the power to deal with matters of reference under the C. L. P. Act, he (or a local judge sitting as Master under rule 422 O. J. A.) should not, *a fortiori*, make orders under sec. 48 O. J. A., for by that means the findings of the referee become equivalent to the verdict of a jury, and perhaps can only be moved against before the Divisional Court.

Edminson, for the appeal.

G. Tate Blackstock, contra.

CORRESPONDENCE.

STANDARD TIME.

To the Editor of THE LAW JOURNAL:—

DEAR SIR,—The difference of local time according to longitude having been found very inconvenient by the managers of railways in Canada and the United States, especially as to their time-tables, a conference of these gentlemen was held in 1883, at which it was decided to recommend for adoption a system of *standard time* by which railways should be run, each 15° of longitude (one hour in time) to form a time zone, within which all railways should be run by it, the time of the centre meridian of each zone being taken as the standard for the seven and a-half degrees on each side of it, and that of 75° of West Longitude from Greenwich being chosen as the standard to be used by railways within the territory bounded by the meridians of 67½° and 82½°, including the Atlantic States and a large part of Canada. The same rule was to be observed for the whole distance across our continent. This system was nominally adopted by a very large majority of the American and Canadian railways. But it was found difficult to abide by it in some cases in consequence of the