

of making response to it—which he has done, so that both affidavits are now of record on the files of the Court. So far as the Divisional Court is concerned, the charge and its contradiction will remain as it is, but without prejudice to the alleged breach of professional duty being brought before the Benchers for further investigation, if either party so desires. Brought up in this irregular way, the inculpatory affidavits should not be allowed to interfere with the action of the Court in disposing of the appeal on its merits.

STREET, J., concurred.

MABEE, J., also concurred, giving reasons in writing, in which he referred, upon the question of the liability of masters, to *Canada Woollen Mills Co. v. Traplin*, 35 S. C. R. 424; *Grant v. Acadia Coal Co.*, 32 S. C. R. 427; *McArthur v. Dominion Cartage Co.*, 21 Times L. R. 47; *McKelvey v. Le Roi Mining Co.*, 32 S. C. R. 664; and upon the question of the quantum of damages—which the Court refused to interfere with—to *Sornberger v. Canadian Pacific R. W. Co.*, 24 A. R. 263.

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CARTWRIGHT, MASTER.

MARCH 2ND, 1906.

CHAMBERS.

PLAYFAIR v. TURNER.

*Discovery—Production of Documents—Breach of Contract—Damages—Loss of Profits in Business—Books and Documents Pertaining to Business—Postponement of Trial.*

Motion by defendants for an order requiring plaintiff to file a further affidavit on production, and postponing the trial.

R. McKay, for defendants.

F. E. Hodgins, K.C., for plaintiff.

THE MASTER:—Plaintiff claims from defendants damages for their failure to supply logs according to their written agreement during the season of 1905, to be sawn by him for defendants. He alleges that his mill could have sawn nearly