

MacMahon, J.]

[May 7.]

DIAMOND MATCH CO. v. HAWKESBURY LUMBER CO.

*Discovery—Affidavit on production—Documents relating to plaintiff's title—Protection.*

The plaintiffs' manager made an affidavit on production of documents in which he objected to produce a certain agreement (referred to in the statement of claim) between the plaintiffs and their assignors whereby the property in question in the action was assigned to the plaintiffs, on the ground that such document "relates exclusively to the title of the plaintiffs and to the case of the plaintiffs in this action, and not to the case of the defendants, nor does the said document tend to support the defendants' case, nor does it, to the best of my knowledge, information and belief, contain anything impeaching the case of the plaintiffs."

*Held*, not sufficient to protect the document from production. *Combe v. Corporation of London*, 1 Y. & C.C.C. 631, followed. *Quiller v. Healty*, 23 Ch. D. 42, specially referred to.

*J. F. Orde*, for plaintiffs. *J. Christie*, for defendants.

Boyd, C., Ferguson, J.] WILSON v. FLEMING.

[May 13.]

*Attachment of debts—Salary of municipal officer—Payment in advance—Set-off—Equitable assignment—Premature service of attaching order—Misconduct—Costs.*

Upon an application to garnish the salary of an officer of a municipal corporation, it appeared that by virtue of a by-law his salary was payable monthly, and that the practice of the corporation was to pay all salaries on the first day of the month, or, if that day were a holiday, on the previous day. It was also shewn that a number of the officers received payments on account of their salary before it became due. The attaching order was served on the 30th April, between ten o'clock in the morning and one o'clock in the afternoon. The judgment debtor, before the service of the order, had been paid in full all his salary for the month of April, under an arrangement between him and the treasurer of the corporation that advances should be made on account of salary and stopped from the debtor's cheque at the end of the month. The debtor in each case of an advance gave an I.O.U. to the cashier (the treasurer's clerk), who would thereupon advance the debtor the amount out of the corporation's funds, and at the beginning of the month the debtor would indorse his cheque and receive from the cashier his acknowledgments and the balance (if any) in cash, and the cheque would be deposited to the credit of the corporation.

*Held*, that nothing was due to the debtor by the corporation at the time of the service of the attaching order, for there had been actual payment of the salary by the corporation; or, if not payment, an advance by