no delay would be imposed on the plaintiff. As the cause was at issue, the trial might take place, if the parties should be ready, some time this month. Costs of the motion to be in the cause. Featherston Aylesworth, for the defendants. H. Howitt, for the plaintiff.

SCHOFIELD-HOLDEN v. CITY OF TORONTO—MASTER IN CHAMBERS—APRIL 4.

Discovery—Examination of Officer of Defendant Corporation—Appointment for, after Trial Begun and Adjourned—Previous Examination of two Officers—Undertaking to Produce Correspondence.]—The trial of this action, together with a cognate one of Rickey v. the same defendants, was begun on the 3rd March, 1913, and continued on the three following days. The trial was then adjourned until the 28th April, 1913, in order to have the Harbour Commissioners of the City of Toronto added as defendants. A formal order was made by the trial Judge, which must be considered to have made all necessary provisions and directions so that the trial could go on at the appointed time. No mention was made in the order of any further examination for discovery by either party. But, on the 31st March, the plaintiffs took out an appointment for the examination of an officer of the defendants. The defendants moved to set this aside as being issued without authority. The Master said that these cases were, no doubt, of great importance to the plaintiffs; but that did not authorise any deviation from the practice. The only decision on the point was in Wade v. Tellier, 13 O.W.R. 1132, which seemed precisely in point. As was pointed out there, in Clarke v. Rutherford, 1 O.L.R. 275, it was apparently assumed that an examination for discovery must precede the trial. And this seemed to follow from the ground of the proceeding itself, which is to enable the examining party to prepare for the trial. Once this has begun, there can be no examination without an order being had for that purpose. Here, if deemed necessary, such a term should have been applied for at the adjournment; and the order then made must be deemed to have contained all that either party was entitled to. In Standard Trading Co. v. Seybold, 6 O.L.R. 379, at p. 380, in a case where there had been a postponement of the trial, it was said, "Then was the time when all terms . . . should have been discussed:" per Osler, J.A. The motion was, therefore, entitled to prevail, especially