

municated to the solicitor, with the object of obtaining his advice or enabling him to defend an action." *Southwark and Vauxhall Water Co. v. Quick* (1878) 3 Q.B.D. 315 followed.

E. G. Long, for the motion. *Edward Bayly*, contra.

Teetzel, J.] *HORLICK v. ESCHWEILER.* [Jan. 8.
Master's office—Reference—Examination on commission—Right of cross-examination—Con. Rules 654-700.

Appeal from the report of the Master at Kenora made upon reference to tax accounts, based upon the Master's refusal during the reference to issue, on the application of the defendants, a commission to cross-examine the plaintiffs upon their affidavits filed with him in proof of their accounts, upon which he was adjudicating.

Held, that the defendants were entitled to the commission of cross-examination as of right.

Casey Wood, for defendant. *Douglas, K.C.*, for plaintiff.

Cartwright—Master.] [Jan. 11.
ONTARIO LUMBER CO. v. COOK.
Pleading—Particulars—Settled accounts.

In order to open settled accounts on the ground of mistake specific errors must be alleged and proved. General allegations are not sufficient and if made must be supplemented by particulars.

Lawrence, for plaintiffs. *Marsh, K.C.*, for defendant.

Cartwright—Master.] *WRIGHT v. ROSS.* [Jan. 19.
Venue—Contract—Sale of goods—Agreement as to place of trial—Action to set aside contract.

An action for the cancellation of a contract of sale on the ground of failure of consideration is an action "arising out of the transaction" within the meaning of a provision in the contract that any such action shall be tried in the county where the head office of the vendors is situated, and, apart from any question of convenience, the venue if laid elsewhere will be changed to that county.

R. U. McPherson, for plaintiffs. *A. C. McMaster*, for defendants.