ROSS v. SCOTTISH UNION AND NATIONAL INSURANCE CO.—MIDDLETON, J., IN CHAMBERS—DEC. 23.

Practice—Default in Bringing Action to Trial—Order Dismissing Action for Want of Prosecution—Appeal—Order Vacated upon Plaintiff Undertaking to Enter Action for Next Sittings—Costs.]—An appeal by the plaintiff from an order of the Master in Chambers dismissing the action for want of prosecution. MIDDLETON, J., in a written judgment, said that the plaintiff was in default in not having brought the action to trial at the autumn sittings. Before the Master no excuse was offered, and the action was accordingly rightly dismissed, for it was not enough merely to request an extension of time without explaining the default. Upon the appeal the plaintiff's counsel was profuse in explanations, without material to justify his statements. The learned Judge permitted the filing of an affidavit verifying the statements made, and that had now been done; and, in view of what was disclosed, it seemed better to give an opportunity to enter the action for trial at the next sittings. Upon the plaintiff undertaking that this be done, the order below should be vacated. Costs here and below to the defendants in any event of the litigation. H. J. Macdonald, for the plaintiff. Shirley Denison, K.C., for the defendants.

MORLEY v. DOMINION SUGAR CO.—MIDDLETON, J., IN CHAMBERS—DEC. 24.

Discovery—Examination of Plaintiff—Action by Assignee of Chose in Action—Disclosure of Facts Relating to Making of Assignment—Relevancy—Undertaking to Add Assignor as Party Plaintiff—Admission—Claim for Damages—Conveyancing and Law of Property Act, sec. 49—Amendment of Pleadings.]—Appeal by the defendants from an order of the Master in Chambers refusing to direct the plaintiff, suing as assignee of a chose in action, to disclose (upon examination for discovery) the facts relating to the making of the assignment. MIDDLETON, J., in a written judgment, said that the plaintiff was ready, if the defendants so desired, to add the assignor as co-plaintiff, and this would render needless any discussion of the question whether the plaintiff was suing as a trustee for the assignor. The plaintiff was ready to admit, and to have the admission put in a binding form, that no claim could be made for damages to the plaintiff's business standing. Had this admission not been made, the question as to the facts relating to the making of the assignment would, the learned