

the mortgage was reduced. The plaintiff must pay this \$134 shortage with interest upon it from the 15th of October, 1912, as soon as the defendant reduces the mortgage charge upon the land to the sum of \$2,425, and he should not be called upon to pay it until this is done. Of the items of credit above allowed two require explanation. The defendant agreed to crop the whole of the land. If he had done this the plaintiff's share of the crop would probably have netted him \$100 or more, judging by the returns from the portion cropped. Instead, I have allowed the value of the land as pasture only. I judged by plaintiff's counsel that he was satisfied with this. The defendant as a trespasser carried away 27 loads of sand from the land sold to the plaintiff and sold it for \$1.25 a load. As a trespasser he might well be charged with the total received. I have not done this. If it is suggested that this cannot be treated as a payment I say in answer that it can well be deducted as a shortage in land from the consideration money, but as a matter of convenient adjustment of accounts it can also be justified.

There will be the usual judgment for specific performance with the costs of the action to the plaintiff and a reference to the Master at Sandwich to adjust the account and interest and settle the conveyance in case the parties cannot agree—a stay for thirty days.

MASTER-IN-CHAMBERS.

JUNE 9TH, 1913.

ST. CLAIR v. STAIR.

4 O. W. N. 1437.

Discovery—Affidavit on Production—Claim of Privilege—Dates and Authors of Documents for which Privilege Claimed to be Disclosed.

MASTER-IN-CHAMBERS held, that where privilege was claimed in an affidavit on production for certain reports, the date and author of such reports should in each case be given even though in so doing the names of witnesses are disclosed.

Marriott v. Chamberlain, 17 Q. B. D. 154, followed.

Motion by the plaintiff for a better affidavit on production from the defendant the Jack Canuck Co.

For the facts of this case see 23 O. W. R. 740.