

for further examination for discovery, and extending the time for delivery by the defendants of particulars until after the attendance of the plaintiff for further examination for discovery. SUTHERLAND, J., in a written judgment, said that during the argument of the motion he expressed the view that the matters in question were somewhat important, and the propriety of the order made was not free from doubt. Further consideration had confirmed his view as to this, and the leave asked should be granted. Costs of this motion to be in the appeal. K. F. Mackenzie, for the defendants. W. E. Raney, K.C., for the plaintiff.

HALSTED V. PRIESTMAN—SUTHERLAND, J., IN CHAMBERS—  
SEPT. 25.

*Mortgage—Action upon—Motion for Summary Judgment—Dispute as to Amount Due—Judgment Directing Account to be Taken—Notice of Assignment of Mortgage—Stay of Proceedings—Mortgagors and Purchasers Relief Act, 1915.*—Appeal by the defendants from an order of the Master in Ordinary, sitting for the Master in Chambers, upon a motion for summary judgment, in a mortgage action, directing that the affidavit of the defendant Margaret Priestman, filed with her appearance, be struck out, and an account taken of the amount owing for principal and interest under the mortgage sued upon as if no "affidavit of merits had been filed," and that, if it were ascertained that any principal or interest were in arrear at the date of the issue of the writ, the plaintiffs should be allowed to enter judgment therefor with costs. The appeal was on a number of points urged before the Master, and on the ground particularly that no notice of the assignment of the mortgage in question had been given to the defendants; and alternatively relief was asked under the Mortgagors and Purchasers Relief Act, 1915. SUTHERLAND, J., in a written judgment, said that it was plain from the material before the Master that no substantial defence to the motion for judgment had been shewn, and that the defendants were in reality only disputing the amount due. On this appeal the further affidavit filed on behalf of the defendants themselves made it plain they had notice of the assignment to the plaintiffs, and had been treating them as the proper assignees of the mortgage, by making payment to them on account of interest. The further facts set out in the second affidavit were not sufficient, in the circum-