The plaintiff sued for the price paid by him for 3,000 bushels. The point for determination was, whether the loss was to be borne by the plaintiff or the defendants—whether the property had passed to the plaintiff or was still in the defendants. The plaintiff declined to answer questions as to former dealings with the defendants, and as to whether he paid storage or any other charges to the railway company for storing the grain or otherwise, and other questions bearing on the usual course of dealing. In their statement of defence, the defendants said that the sales out of which the action arose were made according to the usual and ordinary practice followed by them in their business dealings with the plaintiff—setting out the practice correctly, as was admitted by the plaintiff. The Master referred to Benjamin on Sale, 5th Eng. ed., pp. 310, 338, 339, and said that the defendants should be allowed to have discovery from the plaintiff of all facts which *might* (not necessarily which *must*) assist their contention that the property had passed to the plaintiff before the fire. It would seem useful to know, *e.g.*, whether the plaintiff paid storage; whether he delivered the defendants' orders to the agent at Owen Sound or kept them; whether he had any insurance on the wheat; whether he had pledged it; and other similar matters. It seemed to be a case in which the principle of Con. Rule 312 should be followed, and that the scope of discovery should not be narrowed on either side, so, as far as practicable, "to secure the giving of judgment according to the very right and justice of the case." Order made directing that the plaintiff attend at his own expense for re-examination and answer questions as indicated. Costs to the defendants in the cause. W. N. Tilley, for the defendants. C. A. Moss, for the plaintiff.
