

plaintiff has exhausted its right of discovery, nor do I think that the defendant should be compelled to obtain from the plaintiff all the discovery it may have before such particulars are given.

I think the best course to pursue is simply to direct now that the order for particulars made by the Registrar be vacated, and that the defendant do plead within a limited time, reserving to the defendant the right to move for particulars for the purpose of the trial after the discovery is completed. The defendant should be at liberty to obtain such discovery as it may desire at the present time without restriction. If, as the result of the delivery of further particulars, new matter is raised upon which the defendant desires to have discovery, I think it should be understood that the defendant should have further discovery. This may involve delay in the trial if the plaintiff should substantially enlarge its claim or if the defendant fails to obtain satisfactory discovery by reason of the vagueness of the statements in the present pleading. No provisions should be made in the order with reference to these matters; they should be left to be worked out as the action may develop. To avoid any unnecessary or undue delay, the plaintiff will be well advised if it delivers supplementary particulars from time to time as it may be able.

After much thought, I believe that the course indicated will lead to a satisfactory solution of the difficulties incident to a full and fair hearing, which, it must not be forgotten, is the true aim and object of all preliminary proceedings.

Costs here and below will be in the cause.

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TUCKER v. TITUS—FALCONBRIDGE, C.J.K.B.—DEC. 29.

*Mortgage—Exercise of Power of Sale—Notice of Sale—Failure to State Amount Claimed as Due—Advertising before Expiry of Period Named in Notice—Mortgages Act, 10 Edw. VII. ch. 51, secs. 27, 28—Damages—Injunction—Costs.*—Action for damages for wrongfully advertising the plaintiff's property for sale under the power of sale in a mortgage and for a declaration and injunction. The action was tried without a jury at Belleville. The learned Chief Justice said that the defendant's proceedings in endeavouring to exercise the power of sale under the mortgage were irregular in two respects: first, the notice of exercising the power of sale did not state