

was relevant to the case as presented on the pleadings. The Master said that the defendants were charged with having knowledge which they were bound to disclose to the other members of the company, and, without having done so, with making allotments of shares at a price infinitely "below their proper value," and without any authority to do so. The point for decision now was only whether inspection would be of assistance to the plaintiff as to any of these alleged facts. The facts of the discovery of the vein in October and of its probable value at that time were not in dispute. But, if it was necessary to shew that the defendants *knew* the value in October, this could not be done by shewing the present value and condition of the mine. The defendant Lyman, the mine manager, being examined for discovery, said that one cannot judge the future in mining; that it is always uncertain how a vein will hold out; that "at present the mine is paying handsomely." He also said: "At no time have we cut the vein in a better place. . . . At no time have we cut that vein with such an encouraging appearance." This defendant had been in charge since the 1st July, and was there when the rich vein was struck on the 10th or 11th October. His was the best evidence obtainable on this point; and far more cogent than anything that could be said by any one visiting the mine now for the first time. Motion dismissed; costs in the cause. T. P. Galt, K.C., for the plaintiff. Featherston Aylesworth, for the defendants.

ANTISEPTIC BEDDING CO. v. GUROFSKY—MASTER IN CHAMBERS—
MAY 1.

Discovery—Production of Documents—Motion for Better Affidavit—Production Sought of Documents not Relevant to Case Made on Pleadings—Leave to Amend—Further Discovery—Costs.—By the statement of claim the plaintiffs alleged that the defendant agreed to obtain insurance for the plaintiffs, and delivered to them policies aggregating \$3,600; that the necessary sums to pay premiums were given to the defendant, who did not pay them; that, in consequence, the policies were cancelled; and, two days thereafter, the plaintiffs suffered loss by fire of nearly \$3,000; which the defendant was, therefore, called on to pay. The statement of defence was, briefly, that the policies in question were placed through the Insurance Brokerage and Contracting Company Limited, as the defendant had told the plain-