

which was material, but saying that plaintiffs produced them in order that defendants might satisfy themselves. See *Bolton v. Natal Co.*, [1887] W. N. 143, 178. It is improper for a party to produce a number of letter books in this way. If they are not material, they should not be produced; if any are material, they should be identified. The affidavit should be remedied in this respect. In schedule A to the affidavit there were set forth the names of the mortgagors, together with the dates of the applications for loans in respect of the mortgages. Upon referring to schedule B, where the dates of these mortgages were set out, it appeared as if the applications, in some of the cases, did not refer to the mortgages mentioned in schedule A. The explanation given as to these apparent discrepancies by counsel for plaintiffs was that in the cases referred to, and others, the mortgage, while bearing date as given in schedule B, was not given direct to plaintiffs, but was sold or assigned to them, and the application for a loan on such a mortgage was dated as in schedule A at the time the mortgage was being sold or assigned to the plaintiffs, and that a perusal of the documents produced would have given all the information and discovery necessary. The explanation given shews that the assignments or mortgages of these mortgages should have been produced, and this must now be done. *Tipping v. Clarke*, 2 Hare 383, 389, referred to. The defendants have a right to have the documents referred to in the particulars and the schedule to the affidavit on production correctly and fully produced. Instead of having two schedules to the affidavit, it would have been better to have made but one, setting out in it the number of the mortgage, the mortgagor's name, date of mortgage, description of property, amount advanced, date of application and of valuation, as also all other documents relating to such mortgage. As this has not been done, the giving of such production as has been omitted must be provided for. With reference to the valuations, a supplementary affidavit was filed, covering all that could be found, until it is shewn by affirmative evidence that valuations other than those produced are in possession of plaintiffs, further production cannot be ordered.

By an order of 9th July, 1902, plaintiff's were directed to deliver particulars under the 14th and 15th paragraphs of their statement of claim, shewing in what respect it is alleged that the investments made for the plaintiffs were improper, and in what respect it is alleged that the moneys of the plaintiffs were improperly advanced, and in what respect it is alleged that James Scott (defendants' testator) was guilty