

MASTER IN CHAMBERS

MARCH 11TH, 1913.

JARVIS v. LAMB.

4 O. W. N. 945.

*Discovery—Further Affidavit on Production—Material in Support of Motion.*

MASTER-IN-CHAMBERS dismissed plaintiff's motion for a further and better affidavit on production upon the ground that the material filed in support of the motion was insufficient.

*Ramsay v. Toronto Riv. Co.*, 23 O. W. R. 513, referred to.

Motion by plaintiff for further and better affidavit on production by defendant company.

Grant Cooper, for the motion.

W. D. McPherson, K.C., contra.

CARTWRIGHT, K.C., MASTER:—The plaintiff's claim arises out of a purchase of shares of mining stock, which he says he was induced to buy in May, 1911, by the untrue representations of the agents or officers of the company, who are made defendants. The cause was at issue more than a year ago; and the president of the company was examined for discovery on 8th May last. On 28th February of this year, the plaintiff moved for a further affidavit on production by the company. No reason was given for the delay in moving or for the leisurely progress of the action in other respects.

The motion was supported by an affidavit of the plaintiff making exhibits of the pleadings and alleging that in his opinion certain contracts existed between the company and S. T. Madden or others for the sale of treasury shares of the company as will be shewn by the entries in the company's books, and that these contracts formed the basis of the manipulation of the stock of which he complains, but which in the statement of claim are charged as made by the co-defendants who deny all connection with the matter.

The plaintiff also relies on the examination of the president. On reading the whole material there does not seem to be any ground for making the order asked for.

The president admits the existence of a contract on 17th May, 1911, with some one (but not with any of the defendants) for the sale of stock of the company; but he says this had nothing to do with what is called "supporting the market" and contained nothing of the kind nor was that in any way attempted. He had not the contract with him then. He was not asked with whom it was made, nor was he asked