

affidavit, on the ground, first, that the mention of the documents in the second part of the first schedule was too vague and indefinite, and in no way complied with the principle affirmed in *Swaishand v. Grand Trunk R.W. Co.*, 3 O.W.N. 960, at p. 962. In the affidavit these documents were said to be: "statements, estate vouchers, receipts for pass-books, cheques, submitted to C. A. Rundle through the Waterbury National Bank, when release executed by him; letters, vouchers, books, documents referring to and connected with the administration of the estate of Lily Rundle." The Master said that this was clearly insufficient, as it did not identify the documents in any way. As set out in paragraph 5 of the affidavit on production, the refusal to produce these documents was based on the fact that they all related to the administration of the estate of the plaintiff's mother and of his own, and that the defendants had passed their accounts before the Surrogate Court, and secured their discharge as administrators, and had duly accounted to the plaintiff for the balance found to be in the hands of the defendants by the orders of the Surrogate Court, and had received from him the full release set out in the pleadings. The Master said that this was substantially an assertion that these documents were not relevant to the issue to be tried, and were to be produced only after the plaintiff had established his right to have the release set aside, and to be allowed to attack the orders of the Surrogate Court, assuming that he could do so in this action. In cases such as *Adams v. Fisher*, 3 M. & C. 526, where the plaintiff has to establish his right to an account, only what is relevant to that issue will be ordered to be produced. See, too, *Sheppard Publishing Co. v. Harkins*, 8 O.L.R. 632. But, where the existence of a fiduciary relationship is admitted, and "where it does not clearly appear that the documents mentioned are immaterial to the question to be decided at the trial, production will be ordered:" *Bray on Discovery*, p. 32. So far as appeared in the present case, no examination of the accounts had been made by the cestui que trust or any one on his behalf. Two reasons for full discovery at once given by *Bray*, p. 28, might be found applicable to the present action. By the 7th paragraph of the statement of claim the plaintiff alleged negligence of the defendants in respect of the personal belongings and household goods of the deceased: as to this issue, production would certainly be relevant, as well as to the negligence and improvidence in management of the estate al-