

"parts of the equity of redemption" as they, the plaintiffs, thought proper, parties to the action.

The plaintiffs were not bound at all, as parties, who appeared to have claims to portions of the mortgaged lands.

I cannot say that the learned Master was wrong in finding that there was nothing due by defendant McKillican to the plaintiffs. Having so found, it would have been more logical to have given McKillican her costs. I would do so now, but by the judgment of the Divisional Court costs were left to the discretion of the Master. I am bound by that judgment and cannot interfere with the discretion vested in him. A very large amount of costs has already been incurred in this case, in fact the question is now mainly one of costs, as it appears that the residue of the mortgaged property is amply sufficient to satisfy the balance of the mortgage debt but I am bound to say that some of the points raised by Mr. Cline for appellants, are important and difficult and would seem to invite the opinion of an Appellate Division.

I deal only with the last report and reasons for it, not with any previous opinions or findings during the enquiry.

I agree with the Master that the defendant Smith is not, in this action, and as the matter now stands, entitled to an account and statement in detail of the plaintiffs' mortgage account and of the plaintiffs' dealings with the mortgaged property.

The appeal will be dismissed, under the circumstances, without costs.

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HON. MR. JUSTICE BRITTON.

JULY 12TH, 1913.

DOUGLASS v. BULLEN.

4 O. W. N. 1587.

*Trespass—Injunction—Dispute as to Boundaries — Interim Injunction—Scope of—Damages Sustained under—Trivial Nature of—Reference Refused.*

BRITTON, J., dismissed an action for an injunction restraining an alleged trespass on plaintiff's lands, holding that an injunction should not have been sought where the alleged trespass was at best only technical and trivial, but refused to award defendants damages by reason of the interim injunction obtained, holding that its scope had been misunderstood by the defendants and that the damages claimed were too remote.