

pany; (2) agreement dated the 28th February, 1891, between the defendants and the Grand Trunk Railway Company; (3) mortgage deed of trust dated the 2nd April, 1890, between the defendants and two trustees. A copy of this last document was put in. It recited the agreement of the 20th January, 1890, and stated that it was as well a lease for forty years from the 1st July, 1891, to the Grand Trunk Railway Company, at a rent of \$18,500, payable half-yearly, as an agreement with the Grand Trunk Railway Company to mortgage the property and franchise of the defendants to secure an issue of \$650,000 first mortgage bonds, payable in forty years from date of issue, with interest at four per cent. half-yearly; and that, of these, \$462,500 should be used by the defendants for the construction of the road (the interest on this at four per cent. being exactly \$18,500). Reference to the Act of incorporation shewed that, by sec. 15, the above agreement had to be approved of at a special general meeting of the shareholders called for that purpose. The Master said that it seemed to follow from this that the defendants must produce their minute-books and all other material necessary to shew that the terms of the Act of incorporation in this respect were complied with. It was further contended by Mr. Gordon that the accounts of the defendants should also be open to his inspection. He supported this argument by the fact that the plaintiff asked, not only payment of his admitted judgment, but also the appointment of a receiver and discovery as to assets and liabilities, to enable the Court to see if it was a proper case for a receiver. He cited *Bray on Discovery*, pp. 571, 609, and cases cited; *Yearly Practice (Red Book) 1912*, vol. 1, p. 370. The Master said that the appointment of a receiver is a matter of discretion. Such a remedy is only granted on a proper case being made for the interference of the Court. On the principle that discovery extends to everything that may, not which must, assist the case of the applicant, it would seem that here the plaintiff is entitled to all such production and examination as will shew whether he has made out his case for the relief he asks, under any of the branches of the prayer for relief in the statement of claim. This is analogous to the examination of a judgment debtor, as pointed out in *Bray, supra*, pp. 570, 571, in the chapter intituled "Discovery in Aid of Execution." Order made for a better affidavit; costs to be in the cause, as the point was new so far as appeared. M. L. Gordon, for the plaintiff. Frank McCarthy, for the defendants.