

Master in Chambers.] SCOTT v. MEMBREY. [Dec. 4, 1901.

*Practice—Statement of defence—Particulars—Order for.*

Where in an action by a clerk against his former employer, an hotel keeper, for an alleged assault, and for arrears of wages, the defence was that the plaintiff, contrary to his duty, was disrespectful and uncivil to several of the guests, whereby they left and refused to further patronize the hotel, the plaintiff is entitled to an order for particulars, giving the names of such guests.

*J. R. Roaf*, for the motion. *D. Urquhart*, contra.

Meredith, C.J.] MARTIN v. MERRITT. [Dec. 8, 1901.

*Vendor and purchaser—Mortgage—Notice of sale—Service of—Recitals in deed—Assigns—Meaning of—Devolution of Estates' Act—Caution—Non-registration of.*

Where by a provision in a mortgage no want of notice required by the mortgage was to invalidate any sale thereunder, but the vendor was alone to be responsible, and the conveyance made on a sale under the power of sale contained recitals that service had been duly made on the mortgagor and his wife, the accuracy of such recitals being in no way disproved, a subsequent vendor of the land in making title on a sale thereof is not called upon to furnish any other evidence of such service; and further, the objection being as to the proof of service on the wife, no such proof was in any event required, for, by the terms of the mortgage, service only was to be required to be made on the mortgagor and his assigns, the wife not being an assign.

Where after the death of a mortgagor, a married woman, and after the coming into force of the Devolution of Estates' Act, R.S.O. c. 187, and the expiration of a year from the mortgagor's death, without any caution being registered, sale proceedings were taken on the mortgage, service of notice of sale on the husband and her heirs, two infant daughters, is sufficient, it not being necessary to serve the personal representatives.

*Kerwin Martin*, for vendor. *D'Arcy Tate*, for purchaser.

Meredith, C.J.] EVANS v. JAFFRAY. [Dec. 9, 1901.

*Practice—Examination for discovery—Refusal to answer—Materiality of questions—Affidavit on production—Sufficiency of.*

On an examination for discovery in an action alleging a contract of partnership between plaintiff and one of defendants for the promotion of a company to purchase certain bicycle plants, and to carry on a bicycle manufacturing business, etc., and alleging that the other defendants had maliciously caused a breach of the partnership contract, and claiming a