

Calder, an officer of the defendants. The Master said that the correspondence might be open to this construction; but there was no undertaking as to Calder, nor was it necessary to have inspection of the defendants' productions before the plaintiff submitted to examination. The only course open was, therefore, to direct the plaintiff to attend again at his own expense, on 48 hours' notice to his solicitors. Costs of the motion to the defendants in the cause. Grayson Smith, for the defendants. F. R. MacKelcan, for the plaintiff.

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STUART V. BANK OF MONTREAL—MASTER IN CHAMBERS.—NOV. 1.

*Discovery—Examination of Plaintiff—Particulars — Statement of Claim—Sufficiency of Information already Given—Delay in Moving.*]—Motions by the defendants for particulars of the statement of claim and for further examination of the plaintiff for discovery. The cause was at issue before vacation. A demand for particulars of the statement of claim was served on the 6th May. This was not complied with; and nothing further was done about it by the defendants at that time. The case was set down on the non-jury list at Toronto, on the 4th September, and was, therefore, liable to be put on the peremptory list on or after the 26th September. The plaintiff was examined for discovery on the 21st October, and made what seems to have been full and candid answers to the questions asked. The action was brought in effect to redeem the one-half share of the plaintiff's deceased father in certain lands which, in October, 1900, were conveyed by the deceased to *his* father, John Stuart. The deed, though absolute in form, is alleged to have been only by way of security for moneys advanced; and it was said that this was within the knowledge of the defendant bank and its officers at the time when these, with other lands, in July, 1904, were conveyed by John Stuart to the bank in satisfaction of his own liabilities to that institution. In the 8th paragraph of the statement of claim it was alleged as follows: "During the negotiations for the transfer of his property, the said John Stuart notified the defendant bank that he was not the owner of the property in question . . . but had only an interest in the same by way of security. The defendants Braithwaite and Bruce had the like knowledge before such negotiations for transfer began." In the 9th paragraph it was alleged that for several years prior to July, 1904, the defendant Bruce had been solicitor for John Stuart, and until the 5th July, 1904, acted as