

an agreement made by the plaintiff to purchase twenty acres of land from the defendant company and to recover the purchase-money paid on account, on the ground that the plaintiff was induced to enter into the contract by fraudulent misrepresentations. The Senior Registrar, sitting in Chambers, in lieu of the Master, held that in such an action a defendant is entitled to specific information as to the representations on which the plaintiff relies; a general statement that the defendant made false statements is insufficient. In the statement of claim in this case the alleged misrepresentations were stated to have been made in two ways: (a) by printed pamphlets issued by the defendants; and (b) by verbal statements made by the individual defendants. The plaintiff in his statement of claim set out certain representations which he alleged were made verbally or in certain pamphlets which he mentioned, but he did not specify which of them were made in the pamphlets and which were made verbally, or which were made by both means—neither did he specify any date when the alleged misrepresentations were made or specify the person or persons by whom the verbal misrepresentations were made. The action was also brought to recover damages for the breach of an alleged contract to take back the land and reimburse the plaintiff his outlay. The defendants' solicitor demanded particulars of the matters referred to in paragraphs 8, 9, 10, and 17 of the statement of claim; and, in answer to this demand, the plaintiff delivered particulars; but the defendants, being dissatisfied therewith, moved for an order for the delivery of particulars as required by their demand. The Registrar said that, after a careful perusal of the particulars delivered by the plaintiff, he was of the opinion that they were not a reasonable or sufficient compliance with the defendants' demand, and that the defendants were entitled to particulars as demanded. Paragraph 1 gave no information as to the person making the representation or the time when it was made, nor did it indicate what the particular representation was which induced the belief referred to in that paragraph. Paragraph 2 did not supply what was lacking in the particulars given in the statement of claim, paragraph 11. It did not give the time at which the representations were made; it did not specify which of these were printed, or which were verbal, or which of these were both printed and verbal. The defendants were entitled to a specific statement of the representations, when and by whom and how made, which the plaintiff alleged to have been false. Paragraph 3 was also too indefinite and failed to supply what was lacking in paragraph 2. Paragraph 4 was in-