

with our ample provisions for discovery—and, secondly, so to define and limit the claim as to bring about a limitation of the evidence at the hearing—again a function that can seldom be relied upon here—and, thirdly, as supplementary to the pleadings, in fact, as an amendment to pleadings embarrassing by reason of lack of particularity.

Some particulars are properly required under this pleading, as the alternative claim for damages is too vague. The order should be modified so as to require the plaintiffs to deliver the particulars ordered with reference to the making of the contract, and to require delivery of particulars of the damages claimed. Such damages are probably the only remedy the plaintiffs are entitled to, as they do not shew that the property in the lumber in question has passed, and the defendants are entitled to know what damages are sought. If the lumber is not yet sold, this will be the difference between the contract-price and the market-price. If the lumber has been sold, this may be the difference between the contract-price and the sale-price. Whatever the claim is, the plaintiffs ought to put it forward in some definite and tangible form, so that the defendants, if so advised, may pay some sum into Court in satisfaction.

Under the circumstances, the costs here and below ought to be in the cause.

MIDDLETON, J.

OCTOBER 8TH, 1913.

RE AMES.

*Will—Construction—Legacies Charged on Land—Devise—Life Estate—Remainder to Children or Issue—Tenants in Common per Stirpes—Rule in Shelley's Case—Settled Estates Act—Gift over—Costs.*

Motion by Margaret Ames, a beneficiary under the will of Myron B. Ames, deceased, for an order determining a question arising upon the administration of the estate as to the construction of the will.

J. Harley, K.C., for the applicant.

W. S. Brewster, K.C., for Thomas Ames.

Grayson Smith, for Myron Ames.

J. R. Layton, for John Ames and others.

J. R. Meredith, for the Official Guardian, representing infants and unborn issue.