

to plaintiff for commissions earned by him as traveller for defendants in 1900 and three following years.

The writ of summons was indorsed as follows:

Jan. 1, 1904. Total gross accepted orders.....	\$213,225	
Less cancelled orders	\$13,500	
Less returned goods	16,500	
Less cash discounts	9,000	
		<hr/> 39,000
		<hr/> \$174,225

10 per cent. commission on \$145,000=\$14,500

5 per cent. commission on \$29,000= 1,450

\$15,950

Cr. By cash received at various dates net. 7,478

Balance due\$8,472

And interest till judgment.

The result was similarly set out in the statement of claim.

Plaintiff stated on affidavit that in the course of his service with defendants he gave them a voucher in writing for every item of his claim in this action, and that he believed these vouchers were still in defendants' possession or power.

The defendants stated on affidavit that any particulars obtained from plaintiff while acting as defendants' agent were not sufficient to enable defendants to understand how plaintiff's claim was made up.

A. R. Clute, for defendants.

F. J. Roche, for plaintiff.

THE MASTER referred to Tawse v. Seguin, 1 O. W. R. 14, 56, and proceeded:

In the present case plaintiff does not allege any difficulty in furnishing the particulars asked for. It is clear he must give them at some stage if he is to succeed in his action. On the other side, defendants do not deny that all necessary information can be found in their own books. . . .

It might be thought that defendants could satisfy themselves whether to defend the action or not, without further particulars. But they say they cannot. And perhaps they are entitled to see a full statement of account, which might lead them to pay into Court such a sum as plaintiff would be willing to accept, and so the litigation would be at an end.