

QUE.

SHIP v. CROKER.

S. C.

Quebec Superior Court, Bruneau, J. September 16, 1914.

1. PLEADING (§1 N-110)—MOTION FOR PARTICULARS—WRITTEN AGREEMENT—NECESSITY—DISMISSAL.

MOTION for particulars.

Jacobs, Hall, Couture & Fitch, for plaintiff.*Brown, Montgomery & McMichael*, for defendant.

BRUNEAU, J.:—The Court, having heard the parties by their counsel; having examined the pleadings and documents of record, and deliberated:—

Whereas the plaintiff's motion for particulars alleges:—

Whereas the defendants allege in paragraph 6 of their plea that the plaintiffs entered into an agreement with the lessees of a hall known as "New Grand" without stating when the said agreement was entered into and whether the same was a written agreement or a verbal agreement:—

Therefore that this Court be pleased to order the defendant to give within three days from judgment to be rendered on the present motion, the date on which the said alleged agreement was made, and to state whether said agreement was made in writing or verbal. In all with costs.

Considering that the defendants' motion does not allege the necessity of the particulars asked for;

Considering that the plaintiffs must have knowledge of those particulars if it is true that they entered into such agreement;

Considering the motion is unnecessary and unfounded:—

Doth dismiss the said motion with costs.

GUAY v. PROVIDENT, ETC., INS. CO.

Quebec Superior Court, Panneton, J. June 30, 1914.

INSURANCE (§ III D-60)—Accident insurance—"Confined to the house" and unable to travel.]—Action upon an accident insurance policy.

Howard, McLennan & Aylmer, for plaintiff.*Mousseau & Gagné*, for defendant.

PANNETON, J., held that where an accident causes neurasthenia, for the treatment of which the patient has to lead an outdoor life though incapable of travelling any considerable distance, the risk is not covered by an accident insurance policy which limits liability to injuries which not only prevent the assured from travelling but by reason whereof he is "confined to the house."

Action dismissed.