

of a breach of his duty as vice-president and a director of the plaintiffs, and in what respect he was guilty of a breach of trust with regard to such investments. In the particulars delivered and objected to, the plaintiffs stated that "the investments . . . were improper because they were made upon unimproved, vacant property in the outlying and unsettled districts of Toronto, and of the town of Toronto Junction, and of the township of York . . . and because, as the said James Scott must have been fully aware, the security for the advances was insufficient." The words of the last clause of the particulars quoted are more like a pleading than particulars. *Milbank v. Milbank*, [1900] 1 Ch. 376, 385, referred to. This statement being in reality an amendment of the pleading, particulars of it must be given, or in default it must be struck out. As to particulars of the losses claimed, the manner in which these losses were made up was explained by plaintiffs' counsel on the argument. This will be sufficient when embodied in the order made on this motion. The particulars as delivered are not very clear in some respects, and should be corrected. When this is done, the particulars may stand, unless on examination for discovery other objections may be found to exist. The affidavit on production and particulars to be amended within ten days.

OSLER, J.A.

JANUARY 12TH, 1903.

C.A.—CHAMBERS.

CITY OF HAMILTON v. KRAMER-IRWIN ROCK  
ASPHALT AND CEMENT PAVING CO.

*Appeal—Court of Appeal—Dispensing with Copies of Evidence for Use of Judges—Question of Construction of Contract.*

Application by defendants (appellants) for leave to set down the appeal without the usual copies of appeal cases containing the evidence taken at the trial, etc.

A. B. Aylesworth, K.C., for appellants.

W. R. Riddell, K.C., for plaintiffs.

OSLER, J.A.—The appeal may be set down for the next session of this Court, the appellants lodging for the present but one copy of the evidence, and delivering one to the respondents. I understand that the appellants limit their appeal to the question of the construction of the contract or contracts between the parties, and, as I do not at present see what bearing the oral evidence is likely to have upon that question, though the respondents are entitled to have such evidence before the Court, and insist upon it, the trial Judge having made it part of the record in appeal, it is not necessary that further copies of the evidence for the use of the