

termination of *Stuart v. Bank of Montreal*, 17 O.L.R. 436, 41 S.C.R. 516, *Bank of Montreal v. Stuart*, [1911] A.C. 120, against the defendant bank. The reason of the decision in that case has, however, no application to this.

The action fails and is dismissed with costs.

WALL V. DOMINION CANNERS CO.—MIDDLETON, J., IN CHAMBERS
—FEB. 17.

Pleading—Statement of Claim—Embarrassment—Promise—Contract—Amendment.]—Appeal by the defendants from the order of the Master in Chambers, ante 214, 684, refusing to strike out certain paragraphs of the statement of claim. MIDDLETON, J., said that paragraph 6 seemed to be embarrassing; it did not allege a contract, but merely an offer; the allegation of the contract was found in paragraph 4. If it was intended to assign reasons which induced Grant and Nesbitt to make the promise charged, the paragraph was immaterial, as the consideration for the promise was shewn in paragraph 4. If it was intended to allege that the stock was to form part of that "voted" to Grant and Nesbitt, then the defendant company were not concerned unless the stock was still under their control, which was not alleged. If intended, this could be shewn under the allegation in paragraph 4. The plaintiff should have leave to amend if leave was necessary, but paragraph 6 as it stood must be struck out. Costs here and below to be in the cause. James Bicknell, K.C., for the defendants. D. L. McCarthy, K.C., for the plaintiff.

BECHER V. RYCKMAN—MASTER IN CHAMBERS—FEB. 18.

Discovery—Examination of Defendant—Amendment of Statement of Claim—Further Examination.]—Motion by the plaintiff for an order for further examination of the defendant Ryckman for discovery after amendment of the statement of claim. The Master, after referring to the amendments made to the statement of claim, and the matters contained in the original examination of the defendant Ryckman, said that there did not seem to be any ground upon which a further examination could be ordered. Motion dismissed, with costs to the defendants in the cause. E. C. Cattnach, for the plaintiff. K. F. Mackenzie, for the defendants.