

Held, that it might be unnecessary, but that was no reason for striking it out. In paragraphs 13 and 14 the plaintiff set out that she had been trying to effect a settlement, and that, during the negotiations, the defendant, by deceit, got possession of the daughter, and then broke off the negotiations, whereupon, and not earlier, this action was begun. Held, that these paragraphs were merely historical; there was nothing embarrassing in them; and they could not be struck out. By paragraphs 15, 16, 17, and 18 the plaintiff alleged, in substance, that, before his marriage to her, the defendant had been married in Michigan, and had been divorced there, on the wife's application; that the custody of the child of that marriage (a girl) had been given to the defendant; that the defendant's neglect to provide for the child resulted in her being seduced, whereupon he refused to have anything to do with her, and left her to be cared for by the plaintiff, who looked after her welfare and had her sent to her mother. The Master referred to *Christie v. Christie*, L.R. 8 Ch. 499; *Re Gray*, 6 W.L.R. 674 (Sask.); *Re Curtis*, 28 L.J. Ch. 458; *Re Fynn*, 2 DeG. & S. 457; *Ball v. Ball*, 2 Sim. 35; *In re Agar Ellis*, 24 Ch. D. 317; and said that, in view of these authorities, he did not see how these paragraphs could be struck out. It would be for the trial Judge to say whether they alleged relevant facts, and, if so, what weight was to be given to them. Order made striking out paragraphs 7 and 11 only. Costs in the cause. D. Inglis Grant, for the defendant. M. H. Ludwig, K.C., for the plaintiff.

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WILSON V. DEACON—DIVISIONAL COURT—OCT. 24.

*Principal and Agent—Agent's Commission on Sale of Patent Rights—Sale by Principal—Mala Fides—Depriving Agent of Commission—Contract—Damages.*—An appeal by the defendant from the judgment of RIDDELL, J., 2 O.W.N. 1229. The appeal was heard by BOYD, C., BRITTON and MIDDLETON, JJ. The Court reduced the damages from \$1,100 to \$625, and, with this variation, dismissed the appeal with costs; but ordered that the judgment as varied should be without prejudice to any other proceeding which either of the parties may institute against the other in respect of the matters in question. I. F. Hellmuth, K.C., for the defendant. G. S. Gibbons, for the plaintiff.