

tiffs moved to strike out the statement of defence on the ground that paragraphs 2, 3, 4, and 5 were of such a loose and vague character that plaintiffs could not proceed with the trial without a further and better statement of the nature of the defence, etc. In support of that application an affidavit of one of the plaintiffs was duly filed and read. That application was refused. In the notice of the present motion it was stated that the affidavit filed in support of the former motion, giving the date of that motion and the name of the deponent, would be read. Defendant objected that the affidavit could not be read, as the date of filing was not given.

Grayson Smith, for plaintiffs.

W. H. Blake, K.C., for defendants.

THE MASTER held that the notice of the intention of reading the affidavit objected to was sufficient, and the affidavit might be read. *Mackenzie v. Carter*, 12 P. R. 544, distinguished. *Clement v. Griffith* 1 Co. P. C. 470, *Munro v. Wivenhoe*, 4 De G. J. & S. 723, *Daniell's Ch. Pr.*, 6th ed., p. 538, *Bloxham v. Metropolitan R. W. Co.*, 16 W. R. 490, *Downing v. Falmouth*, 37 Ch. D. 234, 242, and *Rule 524*, referred to.

The action was brought to recover certain interest on \$10,400 under an agreement dated 19th June, 1899, whereby the purchasers therein named (represented by defendants) agreed to deliver to the vendors (represented by plaintiffs) within three years from that date fully paid up shares of the aggregate par or face value of \$10,400 in the stock of the company to be formed by the amalgamation of the Hamilton Street Railway Company and certain other companies, and whereby it was also agreed that if the stock should not be assigned by the purchasers to the vendors within twelve months, the purchasers should pay to the vendors half-yearly, from the expiration of twelve months from the date of the agreement, interest at four per cent. per annum on \$10,400 until the assignment and transfer should take place. Default having been made, this action was brought. By paragraph 2 of the defence it was alleged that the purchasers frequently offered to carry out the exchange of stocks as provided in the said agreement, and offered to transfer to plaintiffs \$10,400 par value, but the plaintiffs refused to make such exchange. The Master held that defendants should be ordered to give particulars of this paragraph, limited to the date or dates of the offer or offers, whether orally or in writing, and by whom made, and the act or acts of plaintiffs by which they refused to make such exchange, and whether