

an infringement of Rule No. 298, and calculated to embarrass the defendant, and to prejudice the fair trial of this action, and the words "And property," for the same reason.

5. Striking out from paragraph four the clauses dealing with Robins Limited and Tanner & Gates.

6. In any event striking out those parts of said paragraphs as refer to Toronto City Estates Limited and Monarch Realty Corporation Limited and allege a consent.

7. Striking out paragraph six as unfair and as irrelevant and calculated to prejudice the fair trial of this action.

8. Striking out paragraph nine or staying the action until the Attorney-General has been made a party plaintiff thereto, or for such other order as may be just.

There was also a motion for certain particulars of the statement of claim. But it was agreed that this should stand over to see if the particulars given were sufficient—with leave to renew the motion if defendants were not satisfied with what was given.

F. E. Hodgins, K.C., for the motion.

H. E. Rose, K.C., shewed cause.

CARTWRIGHT, K.C., MASTER:—Paragraphs, 1, 3, 5, and 6, of the notice of motion can best be dealt with together.

It seems that Robins Limited and Tanner & Gates allege "a substantial interest in and are occupants of and have the management and sale," the first named of a tract of over 100 acres, and Tanner & Gates, of two tracts of which the extent is not given—all of these properties being within a mile of defendants' factory, and some of them much nearer.

It now appears that the Robins block is vested in the Toronto City Estates, Ltd.; and the Tanner & Gates blocks in the Monarch Realty & Securities Corporation. Both of these companies have signified their willingness to be joined as plaintiffs, by a resolution in each case of the board, and notice has been given of an application to the trial Judge for that purpose. As to the interest of the Robins Co. and Tanner & Gates, I understood that particulars had been given or would be forthwith.

It seems, therefore, that no injury or embarrassment can accrue to the defendants by these allegations. The case does not seem to differ in principle from that of *Warnik v. Queen's College*, L. R. 6 Ch. 716. That case is cited in *Odgers on Pleading*, 5th ed., p. 21, as shewing that "All