No particulars having been delivered, plaintiffs moved for a further order requiring particulars on or before 9th February, and that in default the statement of defence be struck out.

R. L. Fraser, for plaintiffs.

W. N. Ferguson, for defendant.

THE MASTER.—Plaintiffs are executors, and defendant is one of the next of kin of deceased. This action is to establish a will, in solemn form. Defendant may have no more than suspicion to go on. He may be intending to rely on what he can do to break down plaintiffs' case on cross-examination of the attesting witnesses and by using what is brought to light through the usual methods of discovery.

He may possibly succeed in this, or he may satisfy the trial Judge that costs should be given to all parties out of the estate, or at least that costs should not be given against defendant. He may now be satisfied to take his chances of getting some one or other of these decisions at the trial.

I am not aware of any precedent for such an order as plaintiffs are asking for; and the judgment of the Chancellor in the case above referred to is opposed to it. It would seem that defendant is being sufficiently restricted by the order of 10th October. If his conduct appears culpable, it can be better dealt with by the trial Judge.

At present I think that no further order can be made, and that the motion should be dismissed with costs to defendant in any event.

I have assumed that " the three weeks before the trial," limited in the order of 10th October, have already begun. But the exact effect of this term, in a case to be heard at the Toronto non-jury sittings, is doubtful, and the point is not to be considered as being in any way decided on this motion. It will be well in any future case to use precise and definite language.

TEETZEL, J.   FEBRUARY 6TH, 1905.

TRIAL.

HENNING v. TORONTO R. W. Co.

Contract—Advertising Privileges—Renewal—Uncertainty — Invalidity—Construction of Contract.

Action by an advertising firm against the Toronto Railway Company and the Canadian Street Car Advertising Com-