

NIAGARA AND ONTARIO CONSTRUCTION CO. v. WYSE AND UNITED STATES FIDELITY AND GUARANTY CO.—SUTHERLAND, J., IN CHAMBERS—NOV. 19.

*Particulars in Action on Guaranty—Suggested Assessment of Damages on Reference.*]—Motion by way of appeal from an order of the Master in Chambers dated 5th November, 1912 (ante 248), requiring the plaintiffs to furnish particulars under certain paragraphs of their statement of claim. SUTHERLAND, J., after setting out the facts, said that it seemed to him clearly a case in which the defendant company ought not to be compelled to go down to trial without fairly complete particulars under the paragraphs in question. It had been suggested by the Master that the only issue determined at the trial might be whether the guaranty company is liable to indemnify the plaintiff against any default on Wyse's part, and that in that case the damages could be assessed on a reference, as is usually done in actions on bonds; but he had been informed by counsel during the argument that, while they had conferred with one another with respect to this suggestion, they had been unable to come to any agreement to adopt it. He thought the order of the Master was right and that the plaintiffs should be required to give particulars of the alleged damage sought to be recovered by them. Appeal will be dismissed with costs. C. F. Ritchie, for the plaintiffs. W. B. Milliken, for the guaranty company.

---

JOHNSON v. LEVY—KELLY, J.—NOV. 19.

*Appeal from Report of Official Referee.*]—Appeal by the defendant from report of J. A. C. Cameron, Official Referee. The learned Judge was of opinion that the evidence taken before the Official Referee justified his findings; and therefore dismissed the appeal with costs. W. A. Lamport, for the defendant. J. E. Jones, for the plaintiff.

---

DAVIES v. MACK—SUTHERLAND, J.—NOV. 19.

*Partnership—Arbitration Clause in Articles—Interim Receiver.*]—Application at the instance of one of two partners doing business since the 29th day of June, 1909, under written articles of partnership bearing that date, for an order appointing a receiver of the properties and assets of the partnership of Mack & Company with all the necessary powers and directions, and for an injunction restraining his co-partner, the de-