

It appears to me that these authorities are applicable here, and that they are distinctly opposed to the defendants contention. In that view the application must be dismissed.

I see no reason for relieving the applicant from payment of costs, and the dismissal is therefore with costs.

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MASTER IN CHAMBERS.

FEBRUARY 20TH, 1913.

HARRIS v. ELLIOTT.

4 O. W. N. 849.

*Pleading—Particulars—Statement of Claim—Action upon Alleged Verbal Promise—Necessity of Particulars of Consideration—Costs.*

MASTER IN CHAMBERS, *held*, that in an action upon an alleged verbal promise to pay a sum of money upon the happening of a condition alleged to have happened, particulars of the consideration for the alleged promise must be given by plaintiff.

Motion by defendant for further particulars of plaintiff's statement of claim.

The statement of claim, alleged that on 14th September, 1911, the defendant promised to pay to the plaintiff \$1,000 on the happening of a certain event, which had happened. Particulars were demanded as to whether this promise was in writing, and if so, whether by deed, or otherwise, and the consideration if any.

Particulars were thereupon furnished as follows:

"The defendant's promise to pay alleged in paragraph 2, of the statement of claim was verbal, and not in writing."

The defendant then made this motion for further particulars as to shew the consideration relied on, to support the verbal promise to pay \$1,000 as claimed.

G. S. Hodgson, for the defendant.

J. Grayson Smith, for the plaintiff.

CARTWRIGHT, K.C., MASTER:—It may be true that on this statement of claim, as now in effect, amended by the particulars, the defendant might have moved under C. R. 261, to set it aside, as shewing no cause of action, because no consideration is alleged. But there is much force in the answer to