

TURNER V. DOTY ENGINE WORKS CO.—MASTER IN CHAMBERS—
OCT. 5.

Pleading—Statement of Defence—Embarrassment.]—Motion by the plaintiff to strike out paragraphs 3 and 4 of the statement of defence as irrelevant and embarrassing. The plaintiff alleged an agreement by the defendants to pay the plaintiff a commission of \$1,000 if he procured a sale of certain material owned by them for \$10,000, and that the plaintiff procured the sale and the defendants received the \$10,000, but the plaintiff had not been paid the commission, which he therefore claimed. The defendants denied the allegations of the statement of claim, alleged that the sale was not carried out within the time agreed upon, and (by paragraph 3) that the plaintiff, at or after the time he was alleged to have made the arrangements for sale, entered into a secret fraudulent agreement with W., “one of the parties so interested in the said purchase,” without the knowledge and consent of the others, whereby he agreed to pay W. one-half of the alleged commission. Held, that this was embarrassing and should be stricken out or amended. The 4th paragraph asserted that, if the agreement with W. was a fraud as against the defendants, the plaintiff was not entitled to recover. Held, that this might remain if the 3rd paragraph were amended, but, if not, it should also be stricken out. Costs to the plaintiff in the cause. F. Erichsen Brown, for the plaintiff. W. Proudfoot, K.C., for the defendants.

GIBSON V. TORONTO BOLT AND FORGING CO.—MASTER IN
CHAMBERS—OCT. 6.

Pleading—Statement of Defence—Embarrassment—Satisfaction—Estoppel.]—Motion by the plaintiff to strike out part of the 2nd and the whole of the 6th paragraph of the statement of defence. The action was brought to recover \$4,075 as the plaintiff's fees for services as an architect rendered to the defendants in 1906 and 1907. The defendants admitted that the plaintiff did perform part of the work for which he claimed to be paid, but alleged as follows: “2. At the time of the erection of the said buildings, the large majority of the stock in the defendant company was held by one Gillies, and the said plans and drawings were prepared by the plaintiff in consideration of benefits from time to time received by the plaintiff from Gillies. By paragraph 3, a disclaimer by the plaintiff of any intention to