

amended statement of claim. The learned Registrar said that, upon the facts appearing before him, he ought not to conclude that the plaintiffs were unable to furnish the required additional particulars. He also said that discovery is not a substitute for particulars; and referred to the statement as to the function of particulars in Halsbury's Laws of England, vol. 22, p. 453. He was also of opinion that as to some of the clauses the former order had not been complied with. Order made for particulars of certain of the clauses of paragraph 6 of the amended statements. In default of particulars being delivered within a period to be fixed upon the settlement of the order, the clauses of which particulars are ordered will be struck out. Costs of the motion to be paid by the plaintiffs in any event. Glyn Osler, for the defendants. A. J. Thomson, for the plaintiffs.

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HAYNES v. VANSICKLE—MIDDLETON, J.—DEC. 20.

*Discovery—Examination of Defendant—Action to Establish Partnership—Postponement of Discovery until Right to Participate Established.*—Appeal by the plaintiff from an order of HOLMESTED, Senior Registrar, in Chambers, dismissing an application to strike out the defence of the defendant VanSickle for refusal to answer certain questions upon examination for discovery. The learned Judge said that the case fell within the principle of *Bedell v. Ryckman*, 5 O.L.R. 670, and that further discovery should not be granted until the right to participate in a certain Buffalo undertaking (in which the plaintiff claimed a share as partner) should be established. Appeal dismissed. Costs to the defendant VanSickle in any event. J. M. Langstaff, for the plaintiff. E. F. Lazier, for the defendant VanSickle.

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CORRECTION.

In *Hudson v. Napanee River Improvement Co.*, ante 467, on p. 469, eighth line from the end of the judgment, "*He* waited to see" should be "*We* waited to see."