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MASTER IN CHAMBERS.

MARCH 31ST, 1913.

MORRIS v. CHURCHWARD.

4 O. W. N. 1008.

*Pleading—Action for Breach of Promise—Allegation of Seduction—
Claim for Support of Child—Pleadable in Aggravation of Damages—
—As Substantive Claim—Statutory Requirements to be set out
—R. S. O. c. 169.*

MASTER IN CHAMBERS held, that a claim for seduction could be pleaded in a breach of promise action to aggravate the damages, but that if pleaded as a substantive claim, all the facts relied upon to substantiate a cause of action under the statute R. S. O. c. 169, must be set out.

Motion by defendant in an action for breach of promise before pleading for particulars of the alleged promise and of the alleged marriage to another woman—and to strike out paragraph 3 of the statement of claim as not disclosing any right of action in plaintiff.

W. H. Kirkpatrick, for the motion.

M. Wilkins, contra.

CARTWRIGHT, K.C., MASTER:—In this action for breach of promise the statement of claim does not state whether the promise was verbal or in writing. It also (in paragraph 3) alleges seduction of the plaintiff by defendant and birth of a child as a result on 13th May, 1912, with expense to plaintiff for nursing and medical attendance and maintenance of the child.

The statement of claim should be amended so as to shew if the alleged promise was verbal or in writing. If the former is the case then it would be right to give particulars of the time and place as also of the date of the marriage which is relied on as the breach of defendant's promise.