who said that the agreement of the 13th June, 1912, mentioned "the sum heretofore paid" by the plaintiff to the defendants. An old Ford automobile was accepted by the defendants at $300, as part of the price of the vehicle purchased by the plaintiff from the defendants; and they contended that the agreement of settlement meant that, in the event of the E.M.F. car being pronounced unsatisfactory, they were to refund only the cash paid. This seemed too narrow a construction to place on the agreement. The old car was accepted as equivalent to a payment of $300; and, if the defendants' car proved "unsatisfactory," they were to keep it and refund the whole price. The Court had not to consider what was fair, as the defendants contended, but only to ascertain what was agreed. J. L. Counsell, for the plaintiff. W. A. Logie, for the defendants.

FRITZ v. JELFS—MASTER IN CHAMBERS—MAY 29.

Pleading—Statement of Claim—Motion to Strike out Portion—Prejudice—Materiality.]—The facts of this case appear in the note of a former motion, ante 1271. The defendant Green was one of the two constables there stated to "have forcibly ejected the plaintiff and put his goods and chattels on the street." This defendant Green delivered a statement of defence, by which he alleged, in paragraphs 3 and 4, that all he did was on instructions from his superior officer to go to the plaintiff's residence, and that, when he got there, he saw the plaintiff *"acting in a drunken and disorderly manner,"* and that he did nothing more than was his duty. The plaintiff moved to strike out all of paragraph 3, and especially the words in italics, as being likely to prejudice the jury against him. The Master said that it was at all times difficult to strike out part of a pleading: see Bristol v. Kennedy, ante 337; and it was especially undesirable to interfere with a statement of defence: Stratford Gas Co. v. Gordon, 14 P.R. 407. The conduct of the plaintiff on the occasion complained of would seem to be very material to the defence, if it could be proved; and in any case it must be left to the trial Judge to say whether evidence could be given on this matter. The plaintiff, so far from being in any way put at a disadvantage by the statement of defence, was now made aware exactly of what this defendant relied on to escape liability. Motion dismissed; costs in the cause. L. E. Aurey, for the plaintiff. G. H. Sedgewick, for the defendant Green.