

1905, Daze was indebted to Marceau in the sum of \$79.13 for such goods, which debt had neither been paid nor secured. The 1st clause of the prayer for relief asked judgment for the \$79.13; and the 3rd clause asked that Slattery account for the moneys received.

The defendants moved to strike out these paragraphs and clauses as embarrassing and irrelevant.

Grayson Smith, for defendants.

C. A. Moss, for plaintiff.

THE MASTER:—It was decided in *Oliver v. McLaughlin*, 24 O. R. 41, that the relief asked for in the first clause could not be given in the present action.

This was very recently affirmed and followed in *Urquhart v. Aird*, 6 O. W. R. 155, 506.

It follows that paragraphs 1 and 3 of the statement of claim are irrelevant, as they have no relation to the action as at present constituted, and clause 1 of the prayer for relief must be expunged, as no such judgment can be given in this suit. The claim for an account from Slattery may then remain. It was also noticed on the argument that no place of trial is mentioned in the statement of claim, though Pembroke was named in the writ.

The plaintiff should amend within 4 days.

The costs of the motion will be to defendants in any event.

Defendants will have 8 days after the amendment to deliver their defence.

ANGLIN, J.

MARCH 28TH, 1906.

CHAMBERS.

BLACK v. ELLIS.

Pleading—Statement of Claim—Fivolous or Vexatious Action—Prolixity—Municipal Corporation—Contract for Purchase of Electric Plant—Allegations against Mayor—Alterations in Contract—Ratification by Council—Injunction—Parties—Rule 261—Stay of Action—Amendment—Costs.

Three motions by the several defendants to strike out the statement of claim, on the ground that it disclosed no reasonable cause of action, and that the action was frivolous and