

J., in *Wingrove v. Wingrove* (1915), ante 26, to hold that the parts of the reply attacked raised questions of law and fact which should be disposed of at the trial; and that no case had been made for striking out the notice of trial as irregular. The defendants might, if so advised, deliver a further pleading in rejoinder. Motions dismissed with costs. C. H. Kemp, for the defendants. G. T. Walsh, for the plaintiff.

WASHINGTON AND JOHNSTON V. RAPER WASHINGTON AND FLURY
BURIAL CO. LIMITED—MASTER IN CHAMBERS—JUNE 19.

Pleading—Statement of Claim—Trade Name—Deception—Damages—Amounts Claimed—Rule 145—Amendment—Particulars.]—In an action for an injunction restraining the defendant company from advertising and representing itself as carrying on business under the name of the Raper Washington and Flury Burial Company Limited in such a manner as to deceive and give to the public the impression that the company was being carried on under the name of the Washington Burial Company Limited, and for damages, the defendant company moved to strike out paragraphs 2, 3, 4, 5, and 15 of the statement of claim, on the ground that the allegations therein contained were irrelevant and frivolous and disclosed no cause of action, and to strike out paragraphs 17 and 18, claiming damages, on the ground that the amount claimed was not stated; and the defendant company also moved for particulars of the alleged inconvenience, annoyance, and confusion to the plaintiffs' business, and for particulars of the plaintiffs' loss and damages. The Master said that paragraphs 2, 3, 4, and 5 were historical, and did not, at present, embarrass the defendant company, and were properly pleaded by the plaintiffs. Paragraph 15 should be struck out: it disclosed no cause of action against the defendant; the defendant was not a party to the agreement for the dissolution of the partnership. Paragraphs 17 and 18 were irregular. Damages were claimed, but the amounts were not given. These paragraphs should be amended by stating the amounts claimed, as required by Rule 145. Full particulars should be furnished of the loss and damages sustained and claimed by the plaintiffs, giving, if possible, the nature thereof, with dates, items, and amounts; and, if loss of specific customers was relied on, the names of the customers should be given, together with the amount of the loss thereby, if known to the plaintiffs. The