

before pleading, for particulars of the statement of claim in certain respects, after a request therefor had been refused. The statement of claim set out, in paragraph 2, that the plaintiff was appointed representative of the defendants for Ontario, on the terms set out in a letter from the defendants to the plaintiff dated the 16th September, 1910. In paragraph 3, however, it was said that the plaintiff accepted the engagement "upon the representations made by the directors of the defendant company that the company then had a very large number of customers in Ontario . . . which was untrue, as the directors knew . . . and that the commission to be allowed him on sales in Ontario would, with the monthly salary of \$85, amount to such a substantial sum as to warrant the plaintiff accepting the engagement, which he accordingly did." The Master said that, as the plaintiff by this paragraph sought to enlarge and vary the terms of the letter of the 16th September, the plaintiff should state: (1) who were the directors who made the representations; (2) whether verbally or in writing; (3) what minimum was stated which would increase the salary to a substantial sum, and what that was. In paragraph 4 it was alleged that on the plaintiff's arrival in Ontario the defendants' manager (1) refused to allow the plaintiff to act as their representative in or over a large part of Ontario; (2) interfered with him in his negotiations for business; (3) refused and delayed to fill orders which he procured; (4) finally ordered him to cease work for the defendants, and, seven and a half weeks thereafter, dismissed the plaintiff from their employ. Particulars should be given under this paragraph as to the various alleged wrongdoings of the defendants' manager, to shew: (1) if the refusal was in writing or verbal—if the latter what was said and where it was spoken; (2) this may be left for discovery; (3) one or two at least of the most important instances should be given; (4) if this dismissal was in writing or by parol, and, if the latter, then where and in what terms. In paragraph 5 it was said that the defendants had not accounted to the plaintiff for all sales made or contracts taken in Ontario for which the plaintiff was entitled to commission, and had refused to pay to the plaintiff the amount due him. Of this paragraph, the Master said, particulars should be given such as were ordered in the similar case of *Blackley v. Rougier*, 4 O.W.R. 153. In paragraph 6 it was said that the defendants, in breach of their agreement, did not give the plaintiff the necessary assistance and support which he was to have in order to make sales of the defendants' goods. Particulars of this (if really required) could be had on examination for