

probably would not have scorned that element), but to secure an industry for the town of Brighton—in the language of the statement of defence, to “boom” it; and their personal interest was, therefore, comparatively indirect and remote. They were acting for and with the board of trade of the town, and they wanted married men in the employment of the concern so as increase the number of householders in Brighton.

The plaintiff will have judgment for \$14,000, with interest from the 1st day of December, and allotment and delivery of \$10,000 fully paid-up shares of the company, and costs.

The counterclaim will be dismissed with costs. Leave to amend the statement of defence is refused.

MCKINNEY V. McLAUGHLIN—FALCONBRIDGE, C.J.K.B.—
AUGUST 6.

Pleading—Action for Possession of Motor Car—Statement of Defence—Assertion of Lien for Debt—Insufficiency—Particulars—Leave to Amend.—Motion by the plaintiff for judgment on the pleadings in an action to recover possession of a motor car and damages for detention. The defendants asserted a lien upon the car. The learned Chief Justice said that it was quite clear that the statement of defence did not disclose a defence to the cause of action alleged in the statement of claim. The lien should be specially pleaded, and particulars of the debt in respect of which the lien was claimed should be given: Bullen & Leake on Pleading, 6th ed. (1905), p. 866 et seq.; Halsbury's Laws of England, vol. 27, p. 911; Halliday v. White (1864), 23 U.C.R. 593; Somers v. British Empire Shipping Co. (1860), 8 H.L.C. 338; Monarch Life Assurance Co. v. Mackenzie (1913), 25 O.W.R. 743 (P.C.) The plaintiff was, therefore, entitled to judgment, with costs, and with a reference as to damages. The defendant should be allowed to amend on payment of costs. W. Laidlaw, K.C., for the plaintiff. L. F. Heyd, K.C., for the defendants.