

language to call the divider a guard. It was not used and could not be used when the saw was cross-cutting, but only when the saw was ripping or edging, and then its function was to act as a wedge to widen the saw-kerf, and thus prevent binding, especially by hard or knotty woods. It is properly a splitter or divider. Its crescent-shaped end, rising near and slightly over the back of the saw, does indeed afford some protection; but the whole front and much of the upper edge of the saw—and it was the contact of this upper edge with the board in Miller's hand that caused his death—was absolutely unguarded. It was painful to hear the defendant and several of his employees describe, upon oath, the splitter as a guard; and, while the action should be dismissed, the dismissal should be without costs. S. F. Washington, K.C., and J. G. Gauld, K.C., for the plaintiffs. J. A. Scellen, for the defendant.

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GREAT NORTHERN ELEVATOR CO. v. MANITOBA ASSURANCE CO.—  
MASTER IN CHAMBERS—MARCH 21.

*Pleading—Reply—Embarrassment—Fire Insurance—Appraisal—Invalidity—Grounds for—Amendment—Particulars.*]—Motion by the defendants to strike out the last four paragraphs of the plaintiffs' reply. The action was to recover loss by fire on the 16th October, 1909, under two policies issued by the defendants. The defendants pleaded that one of the conditions of the policies was that the amount of loss was to be ascertained by appraisal; that an appraisal was duly made, and the amount awarded by the majority of the appraisers paid into Court. They further pleaded that, after the loss and under an agreement of appraisal made on the 1st November, 1909, it was agreed that such appraisal should be final and binding on both parties. The paragraphs of the reply attacked were in substance equivalent to a statement of claim in an action to have the appraisal set aside, or to a statement of defence in an action by the insurance company to have the appraisal declared binding on the assured. The Master said that the 5th paragraph of the reply should be amended by striking out the words "among other reasons," and so confining the grounds for declaring the appraisal invalid to those stated, viz., that the defendants' appraiser was not a disinterested person, but a prejudiced person, and conducted himself as such during the appraisal, and by stating the facts on which the plaintiffs relied to prove these allegations. By paragraph 6, the plaintiffs