motions were made was that it had been understood (if not arranged) that the action of the plaintiffs against the publishers of the Montreal "Star" for a similar libel should be tried first as a test action, and that by the result in that case the defendants in the many other actions (nearly thirty) would largely be governed. But a settlement had since been made of that action, and the defendants in these two actions found themselves in an unexpected difficulty. The Master referred to Perkins v. Fry, 10 O.W.R. 954; Re Gabourie, 12 P.R. at p. 254; Sievewright v. Leys, 9 P.R. 200; Langdon v. Robertson, 12 P.R. 140; Con. Rule 312; and said that, in the interests of justice, the trial should be postponed till the sittings beginning on the 6th March next. Costs to the plaintiff in any event. J. B. Clarke, K.C., and Featherston Aylesworth, for the defendants. James Hales, for the plaintiffs.

SHUMER v. TODD—MASTER IN CHAMBERS—JAN. 26.

Pleading — Statement of Claim — Contract—Construction—Specific Performance—Relevancy of Allegations.]—Motion by the defendant, before delivery of the statement of defence, for particulars of paragraph 5 of the statement of claim and to strike out paragraphs 6, 7, and 8 as being improperly pleaded. The action was for specific performance of a contract for the exchange of lands. In the statement of claim the agreement and the description of the land were set out; by paragraph 5 it was alleged that the plaintiff made frequent application to the defendant for the purpose of obtaining specific performance of the agreement; and by paragraphs 6, 7, and 8, the differences of opinion that had arisen between the parties, on three different points, as to the effect of their contract, were set out. The plaintiff asked for a declaration of his rights and for specific performance. The Master said that there did not seem to be any necessity for particulars of paragraph 5, at least at this stage; at most, if at all, the falsity of this statement would only affect the question of costs. As to the other paragraphs, there was no reason for their excision. The parties were invoking the equity jurisdiction of the Court, and these paragraphs were useful as shewing what points of difference had arisen as to the meaning of the contract: Foxwell v. Kennedy, ante 565, 642. They did not really anticipate the defence, but only shewed how the action had arisen, and what were the points for decision by the Court, and were relevant to the prayer for