

Again, even if the law were clear the plaintiffs are entitled to prove as against the Berlin R. & C. Co., the amount of their claim against their employers—quite a different thing from proving this as against the employers themselves. Working men must be more or less liable to change their residence; and it is nothing but simple justice to enable them to have their rights determined at the earliest possible moment.

I can conceive of no good end to be attained by the order in appeal. The parties can go to trial; the amount of the claims of the plaintiffs determined; if then it be considered that the amount to be recovered from the Berlin R. & C. Co. is the statutory percentage of the amount due and payable at the end of the contract, the Judge will so declare—or if the view of the plaintiffs be accepted the law will be laid down in that sense—in either case in all probability there will be a reference to the Master to determine the amount. How the Berlin R. & C. Co. can be injured by such proceedings I cannot see.

I think the application should not have been made—and that the appeal should be allowed with costs here and below payable forthwith.

The defendants will have until Wednesday, October 9th, to plead as they may be advised.

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MASTET IN CHAMBERS.

OCTOBER 10TH, 1912.

RICKART v. BRITTON MANUFACTURING CO.

4 O. W. N. 112.

*Particulars—Motion for—Premature.*

MASTER-IN-CHAMBERS *held*, that a motion by defendants for particulars after the statement of defence had been delivered but before discovery was premature.

*Smith v. Boyd*, 17 P. R. 463, followed.

The defendants moved for particulars of certain paragraphs of the statement of claim.

C. G. Jarvis (London), for the motion.

J. G. O'Donoghue, for the plaintiffs.

CARTWRIGHT, K.C., MASTER:—The statement of defence has been delivered, but there has been no examination of the plaintiffs for discovery.