

Apart from any question of the contract or breach of it, or of a new contract as plaintiffs allege that they should, at the cost of the defendants care for the property, the plaintiffs contend that the defendants have property within Ontario to the amount of over \$200. The property is the property in reference to which this action has been brought. To determine now that it belongs to defendants is premature, and I am not called upon to so determine on the material before me.

The appeal will be allowed to the extent of permitting the defendants to enter a conditional appearance. Costs of appeal and of defendants' motion before Mr. Holmsted will be costs in the cause.

HON. MR. JUSTICE BRITTON.

OCTOBER 22ND, 1913.

SCULLY v. NELSON.

5 O. W. N. 164.

Pleading—Statement of Claim—Order Striking out Portions and for Particulars of Other Portions—Appeal.

BRITTON, J., in Chambers, sustained an order of the Master in Chambers directing that certain words and passages in a statement of claim should be struck out, and ordering certain particulars to be given by plaintiff to defendant.

Motion by way of appeal from the order of the Master in Ordinary, acting for Master in Chambers, whereby it was ordered that certain words and passages in the statement of claim should be struck out, and ordering certain particulars to be given by the plaintiff to the defendant.

Objection was taken by plaintiff on the ground that the order as to which complaint is made was made *ex parte*.

By consent the appeal was argued upon its merits.

J. P. McGregor, for plaintiff.

M. H. Ludwig, for defendant.

HON. MR. JUSTICE BRITTON:—I have looked at all the cases cited and they do not, in my opinion, bear out the contention of plaintiff against the amendment allowed, or against the striking out of certain parts of the statement of claim, or against the order requiring particulars to be