

such cases in our own Courts as *Stratford Gas Co. v. Gordon*, 14 P.R. 407, the defendants cannot object that too much is stated in their adversaries' pleading. What the statement of claim does, as I understand it, is to set out in chronological order, and with perhaps more than ordinary fulness of detail, the various links in the series of events which, as the plaintiffs allege, shew that within less than two years after the recovery of their judgment (which at that time must have exceeded with interest and costs \$61,000), the defendant, their debtor, devised and carried out a scheme by which he got back possession of all his assets through sales to his wife by the mortgagees, and which have now under the terms of the two trust deeds executed by her been in effect put under his dominion. Then if all this be so and can be proved to the satisfaction of the Court, the relief asked for must be granted. As the pleading stands it does not seem to be open to objection. Had the details been omitted which the defendants now ask to have excised, there would probably (if not certainly) have been a demand for particulars shewing, for instance, why it was claimed that the sales to Mrs. Fitzgerald were only colourable and that the assets were held by her in trust for her husband, etc. The motion will be dismissed with costs to the plaintiffs in the cause. The defendants may have eight days further to plead if desired. W. R. Meredith, for the motion. F. Aylesworth, contra.

TURCOTTE V. FINKELSTEIN—MASTER IN CHAMBERS—MARCH 24.

Place of Trial Named in Writ—Notice of Trial at Different Place—Motion to Set aside—Costs.—Motion by the defendant to set aside notice of trial under circumstances stated in the judgment. CARTWRIGHT, M.C.:—On 12th August, 1908, the usual order was made under Rule 162 for issue and service of writ and statement of claim on defendant at Winnipeg. Service was effected on 10th September. The statement of claim, as served, did not name any place of trial, though the writ named Toronto, improperly. Afterwards, on September 2nd, the statement of claim was filed, and in this North Bay is named as the place of trial. In the copy of writ served on defendant North Bay had been first written, but this was struck out and Toronto given instead. Toronto alone is named in the original writ. The defendant appeared, but the pleadings were afterwards noted against him for default of defence (too soon as the practice now is). This was afterwards set aside on his application, March,