

THE MASTER.—The actions were commenced just a year ago. They are now at issue and ready for trial at the ensuing assizes at Sault Ste. Marie. The defences, though generally similar, are not identical. I have looked at the case of *Township of Tilbury West v. Township of Romney*, 19 P. R. 242, and the cases cited in the judgment of Mr. Justice Street, which seem very applicable to the present motion. I cannot see any authority which would justify me in granting the order except upon the terms that the defendant in this case would agree to be bound by the result in the other action. Even then I do not think that plaintiffs could be obliged to accept any such limitation of their right to proceed with both these actions, as a matter of precaution. Unexpected and unforeseen delays might easily occur, e.g., the death of defendant or abatement or inevitable delay from some other cause. The only order that can be made, in my opinion, is . . . that plaintiffs should enter the two actions together, so that the trial Judge can direct that the evidence in the first action be held to have been taken in the other, so far as applicable. . . .

Costs to plaintiffs in any event.

MEREDITH, J.

MAY 29TH, 1903.

CHAMBERS.

BLACKWELL v. BLACKWELL.

Pleading—Statement of Claim—Non-conformity with Writ of Summons—Amendment—Practice.

Appeal by defendants from order of Master in Chambers, ante 411, refusing to strike out certain paragraphs of the statement of claim.

M. Wilkins, Arthur, for appellants.

J. H. Spence, for plaintiff.

MEREDITH, J., ordered that, upon plaintiff consenting to make certain amendments to the statement of claim, the appeal should be dismissed, and costs should be in the cause. But, in default of such amendment, the appeal should be allowed with costs and the paragraphs stricken out as asked.