

(1) Although no details are given of claim 1, these must surely be in the possession or knowledge of the plaintiff company who did the work for which it asks to be paid.

(2) There should be no difficulty in shewing the defendant company how the exact amount of \$142,735, which is the second claim, is arrived at. The figures on which it is based must be in the plaintiff company's possession—as also the details of the third claim.

Particulars should be given within two weeks from service of order as far as possible. If for any reason they cannot be now given in full they can be supplemented later.

The defendant company will have 10 days thereafter to plead and the costs of this motion will be to defendant in the cause.

MASTER-IN-CHAMBERS.

MAY 26TH, 1913.

BAUGHART BROS. v. MILLER BROS.

4 O. W. N.

Trial—Place of—Motion to Change—Balance of Convenience.

MASTER-IN-CHAMBERS refused to change the venue of an action from London to Cayuga where there was no balance of convenience to justify the change.

Motion by defendants to transfer an action for goods sold and delivered to defendants at Jarvis in county Haldimand, bought by plaintiffs, who reside in London, to the County Court of Haldimand.

E. C. Cattnach, for motion.

F. Aylesworth, contra.

CARTWRIGHT, K.C., MASTER:—The defendants swear to 5 witnesses including themselves all resident at Jarvis, which is 13 miles distant from Cayuga. The plaintiffs swear to a similar number, so that there is no preponderance. The defendants give neither names of their 3 witnesses nor state what they are expected to prove. The plaintiffs state who their witnesses will be.

It is to be observed that the defendants and their witnesses will have to go from home in any case. It is self-evident that the cost of 5 persons going east from Jarvis to