HIGH COURT DIVISION.

MASTER IN CHAMBERS.   MARCH 31ST, 1913.

MORRIS v. CHURCHWARD.

*Pleading—Statement of Claim—Breach of Promise of Marriage
—Particulars of Promise and Breach—Claim for Seduction
and Birth of Child—Maintenance of Child—R.S.O. 1897 ch.
169, secs. 1, 2, 3—Amendment—Aggravation of Damages.*

In this action, which was to recover damages for breach of
promise of marriage, it was not stated in the statement of claim
whether the promise was verbal or in writing. In paragraph 3
the plaintiff alleged seduction by the defendant and birth of a
child as a result on the 13th May, 1912, with expense to the
plaintiff for nursing and medical attendance and maintenance
of the child.

The defendant moved, before pleading, for particulars of
the alleged promise and of the alleged marriage of the defend-
ant to another person, and to strike out paragraph 3 as not dis-
closing any right of action in the plaintiff.

W. H. Kirkpatrick, for the defendant.
M. Wilkins, for the plaintiff.

THE MASTER:—The statement of claim should be amended
so as to shew whether the alleged promise was verbal or in writ-
ing. If the former is the case, then it would be right to give
particulars of the time and place, as also of the date of the
marriage which is relied on as the breach of the defendant's
promise.

Paragraph 3 seems to have been based on the familiar case of
Millington v. Loring, 6 Q.B.D. 190. This justifies the allegation
of seduction: see Odgers on Pleading, 5th ed., pp. 398, 419. But
this paragraph must be amended, if the claim in respect of the
child is to stand.

Chapter 169 of R.S.O. 1897 gives a right of action to any one
who provides necessaries for any child born out of lawful wed-
lock (sec. 1). But it is provided that the fact of paternity must,
in such a case as the present, be proved by other testimony than
that of the mother (sec. 2); and, by sec. 3, that no action shall
be sustained unless the mother has complied with certain direc-
tions therein set out. This paragraph should, therefore, be