

Erichsen Brown, for the plaintiff.
G. S. Hodgson, for the defendant.

MIDDLETON, J., in a written judgment, said that the plaintiff alleged that, before the 23rd June, 1919, he and the defendant were jointly interested in certain building transactions. He then particularised in a general way some six building contracts. At that time the plaintiff owned an equity of redemption in some land and a Ford automobile, and the defendant owned an equity of redemption and an automobile. It was agreed that a company should be formed, and these building contracts, equities of redemption, and automobiles should be conveyed to the company, and the plaintiff should have stock and a salary. In working out this scheme the plaintiff, at the defendant's request, conveyed to him the said assets to hold as trustee. The company was not formed. The plaintiff claimed to have his conveyance set aside and to recover possession of his property.

The defendant denied that there was any joint interest in the building contracts, and set out that with reference to one he was a subcontractor and agreed to do the work, paying the plaintiff \$500 profit; with regard to others he was to supervise the construction for \$100 per house; as to others the defendant had no interest, but was acting merely as supervisor for the owner; and as to the last the plaintiff assigned the money coming to him under a contract to the defendant as security for his indebtedness.

The agreement to form a partnership or company was denied, and the Statute of Frauds was relied upon.

The defendant stated that he discharged the plaintiff from his employment for misconduct; and that the plaintiff, being then indebted to the defendant, conveyed his equity of redemption, car, and interest in the one contract as security for his debt. As a matter of grace the plaintiff had been allowed to remain in possession of the house, on his agreeing to make payment of the instalments falling due upon the mortgage, which he had not done.

By counterclaim the defendant claimed to recover \$1,811.76 debt and \$2,200 damages for breach of duty.

Particulars of these items must be given to enable the action to be tried—and no objection was made to an order being made for this.

What was asked and resisted was an order for particulars "of the date and terms of employment of the plaintiff as a subcontractor in respect of house No. 26 Dawlish avenue, and whether the same was in writing and if in writing producing the document," and so on as to every statement in the pleading. The plaintiff observed no such particularity in his statement of claim as he now required