

alleged claim of the plaintiff's for the said brushes (part of the goods), if any, arose prior to the time when the defendant started in business, and if the same exists at all, which the defendant does not admit, it is against the estate of the defendant's late husband and not against the defendant."

*Held*, that the part of the paragraph quoted was embarrassing and should be struck out, because it was not stated positively but only on information, and also because it sought to raise an immaterial issue: *Odger*, pp. 103, 106; *Jones v. Turner* (1875), W.N. 239.

Par. 5 was as follows:—"The defendant says that she never agreed to purchase mufflers from the plaintiffs for the price and sum of £129 15s. 1d. as alleged by the plaintiffs, and that she never received the same from the plaintiffs or any part thereof."

*Held*, 1. This was an evasive or ambiguous denial containing a "negative pregnant" and was not in compliance with Rule 290 of the King's Bench Act which requires a specific denial, if any is made, as the statement would be true even if the fact was that the defendant had purchased the goods for a penny less than £129 15s. 1d., and that this paragraph must be amended or in default struck out.

2. A paragraph of the statement of defence alleging that the goods referred to in the statement of claim, if ordered at all, were ordered under a contract set out in another paragraph setting up a counterclaim, or contract which was in no way identified with that sued upon, and alleging a breach of such other contract, which paragraph also apparently involved two defences quite different, was embarrassing, and should be amended or, in default, struck out.

*Phillips*, for plaintiffs. *Hoskin*, for defendant.

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Mathers, J.] CHRISTIE V. MCKAY. [Oct. 30, 1905.

*Parties to action—Mechanics' lien—Suit by sub-contractor against contractor.*

The plaintiff was employed by the defendant McKay, who had built a house for the defendant Collins under contract. The plaintiff filed a lien under the Mechanics' and Wage Earners' Lien Act for his unpaid claim against McKay, but before the lien was filed Collins had sold and conveyed all his interest in the land to the defendant George.

*Held*, that Collins should not have been made a party defen-