

ary, 1905, judgment for nearly \$11,000 was signed against all the defendants except Holme and Barker; a motion for judgment against those defendants was dismissed in February, 1905, and in April of that year, on their application to dismiss the action for want of prosecution, an order was made giving the plaintiffs leave to deliver their statement of claim on or before the 17th June, 1905. Nothing further had been done in the action. The defendant Dickenson paid the plaintiffs the amount of the judgment, and the plaintiffs assigned the judgment and the guaranties to Dickenson, pursuant to the Mercantile Law Amendment Act, sec. 3. The defendant Dickenson then made this motion. The Master said that, as the guaranties were under seal, no question could arise as to the Statute of Limitations, even if the present action were dismissed, and the applicant obliged to bring a new action. The order made in April, 1905, did not contain any term as to the dismissal of the action for non-compliance therewith; and, in any case, it was waived by the parties. Whether the present action should be allowed to proceed, or Dickenson be left to a new action, did not seem to be of importance to the respondents. In either case their defences would be available against Dickenson as well as against the bank. The language of sec. 3 of the Act was wide enough to cover the motion. If the present action were allowed to proceed, the respondents could have ample discovery from the bank and be able to inspect the bank's books: see *Wilson v. Raffalovich*, 7 Q.B.D. 553. Order made as asked; costs to the respondents in any event. H. E. Rose, K.C., for the applicant. H. H. Davis, for the respondents.

TOWN OF STURGEON FALLS V. IMPERIAL LAND CO.—MASTER IN CHAMBERS—JUNE 29.

Particulars—Statement of Claim—Lien for Taxes—Sale of Lands—Description.—Motion by the defendants the Trusts and Guarantee Company for an order for particulars of the statement of claim. The action was for a declaration of the plaintiffs' right to a lien for taxes on certain lands in priority to all other claimants except the Crown and for enforcement of the lien. The defendants were the Imperial Land Company, the owners of the lands, the liquidator of the land company, and the Trusts and Guarantee Company, trustees to secure the bonds issued by the land company. The object of the motion was to obtain more definite particulars of some of the parcels described