

notice given in connection with said article, the filing of the same cannot avail the defendants.

Upon the whole, I find the proceedings upon the exception to the form irregular, illegal, null and void, and I am of the opinion to dismiss the same, with costs.

*Judgment*:—"Considering that article 123 of C. proc., is amended by 4th Geo .V, ch. 70, p. 2, and the said art. reads thus: "In every action on an account, the account must be served with the declaration on pain of nullity of the service of the action unless it has been deposited with the fiat at the office of the Court".

"Considering that said article cannot and does not altogether apply to the action in this cause is not upon an account, but only partially upon an account, and the same could only in so far as the said account is concerned.

"Considering that no rule of interpretation of law could annul the service of the action *in toto* of which \$14,000 was upon promissory notes and \$4,000 upon an account, upon the grounds that no detailed statement of account had been served with the declaration.

"Considering that the exception *à la forme* could only affect the account in question and could not annul proceedings or service as regards that portion of the action upon promissory notes.

"Considering, therefore, that the service of the action and the proceedings thereunder in so far as the notes are concerned are good and valid.

"Considering that the defendants, invoking the strict letter of the law and taking exception of plaintiff's method of proceedings must be without flaw themselves and must be faultless in their own proceedings which must be strictly according to law.