

for particulars of alleged damage sought to be recovered by the plaintiff. The Master said that, although the plaintiff cannot intermeddle with the third party proceedings, yet where, as in this case, the third party has not appeared nor moved to have the notice set aside, there can be no objection to the defendant noting the third party in default and closing the pleadings as against him. This, though not expressly provided in the Rules, comes within the provisions of Con. Rule 3, which says: "As to all matters not provided for in these Rules, the practice, as far as may be, shall be regulated by analogy thereto." The defendant company, being only a guarantor for the defendant Wyse, is entitled to definite particulars of the way in which the plaintiff's claim to recover the full penalty of the bond for \$10,000 is made up. The plaintiff's officer examined for discovery was not able to give any satisfactory information as to this. The plaintiff alleges that it has suffered damage by reason of some default on Wyse's part of almost \$20,000, and that for this it is entitled to be indemnified by the guaranty company up to \$10,000. It is apparently admitted that Wyse completed the work but did not pay for the labour and material supplied, but the officer examined could not give the items. It may be that the only issue determined at the trial will be whether the guaranty company is liable to indemnify the plaintiff against any default on Wyse's part, and that, if it is so decided, the damages could be assessed on a reference, as is usually done in actions on bonds; and, if that course could be arranged between the parties, there would be no necessity for particulars as yet. If, however, this question of amount is to be gone into at the trial, the plaintiff must furnish particulars as definite as would be required in an action for goods sold and delivered. The costs of the motions to be in the cause. C. F. Ritchie, for the plaintiff. W. B. Miliken, for the guaranty company.

BURROWS v. CAMPBELL—FALCONBRIDGE, C.J.K.B.—Nov. 6.

Tax Sale and Deed—Action to Set aside—Irregularities in Sale—Plaintiff Tenant of Defendant.]—Action to set aside a tax sale and tax deed. The learned Chief Justice expressed the opinion that the action was an unconscionable one; and found that, while there were gross irregularities and omissions in the proceedings prescribed by law to be taken before the sale, the plaintiff had not in fact been prejudiced by any of these, and was not, as tenant of the defendant and her predecessor in title, at