mentioned agreement, and now vested in plaintiff, subject thereto.

The prayer for relief asks: (2) that an account may be taken of what is due on this judgment; (3) that defendant's interest in the lands in question be declared to be subject to a lien for such amount; and (4) may be sold and the proceeds applied to pay such sum, as well as the arrears due under the agreement.

It was argued that plaintiff's remedy (if any) was under Rule 1018, and that he could not proceed by action.

Having regard to the last clause of sec. 57 (12) of the Judicature Act, and the judgment of the Court of Appeal in McGowan v. Middleton, 11 Q. B. D. 471, on similar words in the English Act, I think paragraph 7 should be allowed to stand, leaving defendant to raise the point again by way of demurrer in his statement of defence, if so advised.

Johnson v. Bennett, 9 P. R. 337, where Proudfoot, V.-C., followed his previous decision in Kerr v. Styles, 26 Gr. 304, and cases there cited, seem to shew that plaintiff is pursuing his proper remedy to have satisfaction of the County Court judgment.

Defendant also asked for particulars. It was conceded at the argument that these must be given.

The costs of the motion may, therefore, be in the cause, as success has been divided.

CARTWRIGHT, MASTER. FEBRUARY 6TH, 1905.

CHAMBERS.

BELL v. MORRISON.

Particulars—Order for Delivery before Trial—Evidence to be Limited to Particulars — Non-delivery of Particulars — Motion to Strike out Defence.

On 10th October an order was made in the form approved of in Noxon Brothers Manufacturing Co. v. Patterson and Brother Co., 16 P. R. 40, requiring defendant "within three weeks before the trial of the action to furnish full particulars" of the various allegations in the statement of defence.

The order further provided that "the defendant at the trial of this action be limited in his evidence to the particulars which shall have been delivered and filed under this order, unless otherwise ordered by the trial Judge."