

THE  
ONTARIO WEEKLY REPORTER

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No. 6

CARTWRIGHT, MASTER.

FEBRUARY 3RD, 1905.

CHAMBERS.

BOWERMAN v. HALL.

*Pleading—Statement of Claim—Motion to Strike out Part—  
Execution against Interest in Land—Judgment—Remedy  
by Summary Application.*

Motion by defendant for particulars of 4th paragraph of statement of claim, and to strike out paragraph 7 as embarrassing.

Grayson Smith, for defendant.

G. W. Holmes, for plaintiff.

THE MASTER:—Defendant agreed to buy certain real estate. He was to assume a first mortgage, make a certain down payment, and give a second mortgage for the balance of the purchase money.

He made the down payment, but did not execute the mortgage. A deed was made out to his nominee but not delivered.

Defendant made certain payments on account, and in May last plaintiff obtained an assignment of the above agreement from defendant's vendor. In November he commenced the present action, asking either specific performance or sale, etc.

The 7th paragraph of the statement of claim alleges recovery of a judgment in June last in the County Court of York by plaintiff against defendant; that execution has been returned nulla bona; and that defendant appears to have no property except his interest in lands described in the above