

if so desired. That in a case of this kind summary judgment should not be granted seems to follow from the decision in cases such as *Imperial Bank v. Tuckett*, 6 O. W. R. 121, 161. As I have lately pointed out in that case, the defendant, after having my order for judgment set aside, did not even appear at the trial.

The Courts of this province have no power to stay the proceedings in Quebec, and the motion to that effect cannot be granted. But, though it might not be unreasonable to make such an order, if the power to do so existed, it certainly seems only right and just that the action should proceed in the regular way.

The plaintiff, it is conceded, took the note sued on, subject to all its equities; what these are cannot be determined on an interlocutory motion with conflicting affidavits.

The motion for judgment, in my opinion, must be dismissed. The costs will be in the cause.

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CARTWRIGHT, MASTER.

NOVEMBER 11TH, 1907.

CHAMBERS.

ARNOLDI v. COCKBURN.

*Particulars—Statement of Claim—Compliance with Previous Order—Pleading—Evidence.*

After the decision reported ante 641, the plaintiff submitted to examination on the defendant's motion for further and better particulars, and that motion was argued on 7th November, 1907.

F. E. Hodgins, K.C., for defendant.

R. McKay, for plaintiff.

THE MASTER:—The point for decision appears to be this: has the order of 16th May been substantially and reasonably complied with?

That order was made because (see 9 O. W. R. 886), plaintiff's "is such a substantial claim that defendant is entitled to know how it has been arrived at before delivery of his defence."