defence in an action against defendants, as partners, to recover money lent alleged "The defendant denies that on "the 22nd day of April, A.D., 1891, or at any other time "she entered into partnership with the defendant Alexander "Jackson as alleged in paragraph 2 of the statement of "claim" and the Court held it a bad traverse, and therefore an implied admission of the partnership, under Rule 173, which provides "if an allegation is made with divers circum- "stances it shall not be sufficient to deny it along with those "circumstances." The case of Thorp vs. Holdsworth, 3 Ch. D. 637, and Tidesley vs. Harper, 7 Ch. D. 403, which are referred to in the written judgment of Mr. Justice Drake support the strict application of the rule, at least where the objection is taken at or before the trial; though we should say that where the discussion arises after verdict the course taken at the trial ought, if possible, to be looked at rather than the form of the pleadings and the latter amended to conform.

The loss of the demurrer as piece of machinery for the determination of that large class of disputes, in which if parties are compelled to state their cases with strict accuracy of form, it is found that there is nothing but a point of law between them is perhaps, the greatest loss of all. Nothing so greatly tended to saving of expense, and swift quietus to untenable propositions.

Odgers in his work on pleading cynically advises the pleader not to take on the pleadings objection in point of law to the case set up by the opposite party. As he says you are not bound, but only "entitled" to raise such an objection, (Rule 233) and not much benefit to you comes of it. You merely teach the other side his case, and put his pleadings in order He says (p. 96): "Unless the defect is "seriously embarrassing it is often better policy to leave it "unamended, you only strengthen your opponent's position "by reforming his pleading. But be careful in drawing the