

sufficient; it did not appear whether the agreement referred to was in writing, or verbal, whether under seal, or parol; and, moreover, it departed from the statement of claim, which set up an individual agreement with the defendants other than the company, whereas the particulars set up an agreement with the company also. The order for particulars as demanded must, therefore, go; and, as the plaintiff should have delivered the particulars when demanded, the costs must be in the cause to the defendants. There was no affidavit shewing that the defendants' solicitors were unable to file the defence without first communicating with the defendant in England. It was, therefore, not a case for granting any further time than a week after the delivery of the particulars. W. J. Elliott, for the defendants. N. F. Davidson, K.C., for the plaintiff.

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