

I therefore, though not wholly free from doubt, think it best to make as full an order for particulars as was made in *Tawse v. Seguin*. Such particulars would be the same as the accounts which plaintiff on a reference would bring into the Master's office.

Plaintiff must have full access to defendants' books for this purpose, if necessary, though I infer he has sufficient memoranda in his possession.

Costs will be in the cause.

ANGLIN, J.

SEPTEMBER 14TH, 1904.

CHAMBERS.

BLEASDELL v. BOISSEAU.

Judgment—Set-off of Judgment Purchased by Defendants—Equitable Right—Discretion—Attachment of Debts.

The plaintiff, on 29th January, 1904, recovered judgment for \$450 and costs against the defendants; on 1st February he assigned that judgment for value to one Dickson. Dickson's purchase was made bona fide and without notice of any outstanding judgment against his assignor. The accountant of the Supreme Court, in June, 1895, had recovered judgment upon a mortgage covenant against plaintiff and one Lester for \$4,393.06, which remained unsatisfied. On 29th January, on behalf of the accountant, an attaching order was obtained and served upon defendants. By indenture bearing the same date the accountant purported to assign to defendants "the said judgment and all moneys due or to grow due by virtue thereof against the said William H. BleasdeLL." Notice of this assignment was given to plaintiff and to his solicitors on 3rd February, but plaintiff was not notified of the garnishee proceedings. The garnishee order fixed 3rd February for the hearing of the judgment creditor's application for payment by the garnishee, but no such motion was made on that or any subsequent day. Defendants, having taken the assignment above mentioned, appeared thereafter to have relied entirely on whatever rights they had thus acquired. On 20th February they moved before the Master in Chambers for an order that plaintiff's judgment against them be set off pro tanto against the judgment of which they had become assignees, and also for an order "disposing of the garnishee order served upon them." On 23rd April the Master made the order for set-off, subject to the lien for costs of plaintiff's solicitors, and discharged the garnishee summons, which, he said, "was practically merged in the