

In an action against the general manager and an agent of the Canadian Oil Company Limited for damages occasioned by their alleged misrepresentations of the prospects of the company, in reliance on which he was induced to take stock for which he paid \$14,800, the plaintiff moved for leave to add as defendants the company and the 14 directors of the company. The company was in course of voluntary winding-up under the Ontario Act 7 Edw. VII. ch. 43. The motion was made *ex parte* as to the directors, and was granted. As regards the company the motion was opposed. The Master held, in view of the provisions of sec. 177 of the Act, that the company could not be added as a defendant in this way; but, if the plaintiff was a creditor (which seemed doubtful), he could make an application to the proper tribunal under secs. 190 and 192. Motion refused as to the company. Order made directing an amendment of the writ of summons and statement of claim by adding the directors. Costs of the motion and order and all costs lost or occasioned thereby to be costs to the original defendants in cause. The plaintiff to pay the costs of the motion to the company, if required to do so. H. M. Mowat, K.C., for the plaintiff. M. Lockhart Gordon, for the defendant Hamilton. J. T. Loftus, for the defendant O'Leary. A. E. H. Creswicke, K.C., for the company.

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COTTON V. MEDCALF—DIVISIONAL COURT—APRIL 14.

*Vendor and Purchaser—Contract for Sale of Land—Possession—Title—Attempted Cancellation of Contract—Return of Deposit.*]—Appeal by the defendant from the judgment of the County Court of York in favour of the plaintiff in an action to recover \$300 paid to the defendant by the plaintiff as a deposit on an agreement to purchase a house and lot. The Court (BOYD, C., MAGEE and LATCHFORD, J.J.), held, upon an examination of the evidence, that the action of the plaintiff's (purchaser's) solicitor in terminating the contract, upon the ground of the defendant's alleged inability to give possession upon the day agreed to, and upon the further ground of the defendant's inability to make title, was not warranted by the circumstances of the case, and was in violation of the undisputed understanding arrived at between the solicitors upon the negotiation as to the title, etc. Appeal allowed with costs, and action dismissed without costs. R. J. Gibson, for the defendant. J. D. Montgomery, for the plaintiff.