

There is a type-writer's slip in the affidavit proving the Price Bros. Company's defendant—reading Price Brown & Co. Ltd. instead of Price Bros. Co. Ltd. But the earlier part of sec. 2 of G. B. Ball's affidavit verifies the petition, and I give leave to these petitioners to file an amended affidavit *nunc pro tunc*.

It is said that the Price Bros. Company is a foreign corporation. I see nothing in the material on the subject, and have been dealing with them as a local corporation. If necessary I give them leave to file license to do business here. Order will go for winding-up. N. L. Martin is named as interim liquidator. Usual reference to Master to name permanent liquidator, etc.

This order will be stayed for a reasonable time to allow of calling of meeting of shareholders. Two days' notice of its renewal may be given by any party having a *locus standi*.

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MASTER-IN-CHAMBERS.

MAY 23RD, 1913.

WIDELL CO. & JOHNSON v. FOLEY BROS.

4 O. W. N. 1338.

*Action—Authority to Bring—Repudiation by Member of Alleged Partnership—Foreign Corporation—Stay of Proceedings—Terms—Costs.*

MASTER-IN-CHAMBERS stayed an action brought by an alleged partnership where one of the alleged partners, a foreign corporation, disclaimed all responsibility for the action and claimed that the partnership had terminated, without prejudice to the remaining partner's rights to proceed with the action in another form.

*Barrie Public School Board v. Barrie*, 19 P. R. 33, referred to.

The defendants move for an order striking out the name of the plaintiffs and staying all proceedings.

R. McKay, K.C., for the motion.

G. S. Hodgson, for the plaintiffs.

CARTWRIGHT, K.C., MASTER-IN-CHAMBERS:—The action as endorsed on the writ is by "a partnership of whom one partner, the Widell Co., is a corporation having its head office in Mankato in the State of Minnesota, one of the United States of America, and the other partner, Frank W. Johnson, resides at the city of Toronto." The partnership, it would seem, has terminated.