

52 Vict., c. 32 (D). Subsequently plaintiff brought an action by way of *scire facias* against defendant, a shareholder in the company, to recover amount of their judgment out of his unpaid stock. At the trial, on the liquidator being added as a co-plaintiff, within a week, judgment was to be entered for the plaintiff, but in case of failure to do so, the action was to be dismissed with costs; and by a supplementary judgment, the liquidator not having been added, the action was dismissed, but this was to be without prejudice to any winding-up proceedings; but on appeal to the Divisional Court, judgment was directed to be entered for the plaintiff.

Remarks as to the difference between Imperial Companies Act, 1862, and our Winding up Acts as to stay of proceedings.

*Titus*, for the plaintiff.

*Raney*, for the defendant.

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REGINA v. OSBORNE.

ARMOUR, C.J., FALCONBRIDGE, J. }

[Dec. 21, 1895.]

STREET, J.

*Gaming—Betting—Place therefor—Telegraph office—Conviction—55 & 56 Vict., c. 29, crim. code, secs. 197, 198.*

A bank, a telegraph office and another office were simultaneously opened in a town. Parties deposited money in the bank and took receipts therefor, which receipts were taken to the telegraph office, where information as to certain races being run in the United States was furnished, and instructions were sent by telegraph without charge to one B, to place or bet the money represented by the receipts on the races, and if the horses upon which the bets were made won, the party depositing the money was paid at the third office under instructions by telegraph from B.

*Held*, that the defendant who kept the telegraph office and sent the messages was properly convicted for keeping a common betting house, under sections 197 & 198 of the Code.

*John R. Cartwright*, Q.C., for the Attorney-General.

*Riddell*, for the defendant.

Divisional Court]

[Dec. 31, 1895.]

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FARWELL ET AL. v. JAMESON.

*Landlord and tenant—Distress for rent—R.S.O., c. 143, sec. 28, s. 3.*

The defendant was the owner of certain premises which he leased to one A., who assigned his lease to the L. & C. Company, which company employed an agent to obtain tenants. Plaintiffs, under an arrangement with the agent, not specifically assented to by the company, obtained the keys, took possession and stored certain pianos there, which were distrained upon and sold by the defendant for rent in arrear.

In an action for illegal distress it was

*Held*, (affirming the judgment of ARMOUR, C.J.) that the plaintiffs were in "under" the tenant the L. & C. Company, within the meaning of R.S.O., c. 143, sec. 28, s. 3, and that they could not recover.

*Laidlaw*, Q.C., for the appeal.

*Kilmer*, contra.