

Held, by the Master in Chambers, that there was a breach of the said contract within Ontario, for which the plaintiffs were entitled to sue.

On appeal to STREET, J., this judgment was varied by limiting the action to breaches in Ontario, but reserving to the plaintiffs the right to bring actions for breaches which occurred out of Ontario.

L. E. Stephens, for the motion. *R. S. Cassels*, contra.

Trial—Britton, J.] PATTERSON *v.* TURNER. [Feb. 1.
Company—Subscription for shares—Abandonment of undertakings—Old subscriptions—Liability.

On Jan. 28, 1899, defendant and others subscribed for a certain number of shares in the stock book of a projected company, the purpose of which was to build an hotel, and prospectus stated that it was intended to apply for a charter forthwith, and to commence building as soon as \$40,000 of the stock had been subscribed, and that the buildings were estimated to cost about \$45,000, and to be ready for opening at the beginning of the summer season of 1899. The company, however, was not formed nor anything done towards getting the hotel ready for occupation by the time mentioned. Prior to Oct. 24, 1899, only \$28,700 had been subscribed, but additional subscriptions obtained on that date and shortly afterwards, brought the total up to \$40,150. On Nov. 24, 1899, letters patent of incorporation were issued. About July 1, 1900 the hotel was completed and cost about \$15,000 more than originally contemplated.

Held, that as the undertaking had not been proceeded with within a reasonable time from its inception, and as the defendant had not at any time after Oct. 1, 1899, agreed to be bound by his subscription, or approved of then proceeding with the erection of the hotel, or that it should cost the sum it was afterwards erected for, he could not now be held bound to take the shares he had subscribed for.

Aylesworth, K.C., and *Levy*, for plaintiff. *Lynch-Staunton*, K.C., for defendant Turner. *Washington*, K.C., for hotel company.

Master in Chambers.] MORANG *v.* ROSE. [Feb. 3.
Joinder of parties—Application to strike out—Matter of substance.

An objection that one joined as plaintiff in an action has no title to maintain the action, is matter of substance which should be raised on the pleadings as provided by Rule 259, and is not a proper subject for an application to strike out parties under Rule 185.

Lindsey, K.C., for defendants. *J. H. Moss*, for plaintiff.