

and also undertaking "to satisfy and discharge all the debts, liabilities, contracts, and engagements of the vendors in connection with the said business, and to indemnify them and keep them indemnified and harmless against and from all liability, proceedings, claims and demands, in respect thereof.

Notwithstanding the incorporation of the company, and the said agreement, the Bank of Hamilton continued to make advances to Mrs. Clark as if she continued to be the owner of the unlimited companies above named.

The special case states that "neither the said Luxton nor the Bank of Hamilton (his assignors) had until the making of the winding-up order, any notice or knowledge" of the agreement of 1st June for the transfer of the business of the unlimited companies to the limited company—an admission which indicates that the credit given by the bank was to Mrs. Clark as carrying on business under the names of the unlimited companies.

Further, it is stated in paragraph 11 that the solicitors for Luxton and the liquidator attended in these winding-up proceedings "before the Master in Ordinary in regard to the said claim, and attempts were made by the solicitors and the said liquidator to come to an amicable adjustment of the matter; and, while the said liquidator at first questioned the connection between the said Milton Creamery Company and the Toronto Cream and Butter Company" (the two businesses carried on by Mrs. Clark under those names), "he (the liquidator) was afterwards willing to concede the same, but they failed to agree about the amount of the said claim."

Neither party brought up the question of the liability of the limited company for this claim or any adjudication as to the amount of it, and the matter stood over sine die.

Ultimately the claimant Luxton brought an action in the High Court against Mrs. Clark personally and the two unlimited companies above mentioned, for the amount of the advances made to her by the Bank of Hamilton, and the action was tried before Anglin, J., in Milton on 14th April, 1908, and resulted in a verdict in favour of Luxton against all the defendants for the sum of \$17,124.10 and costs.

I think it is clear, from the statements in the special case or admissions, that the above action was instituted by Luxton against Mrs. Clark as the agent, or alleged undis-