the conveyance: Bain v. Fothergill (1874), L.R. 7 H.L. 158; Gas light and Coke Co. v. Towse (1887), 35 Ch.D. 519; Ontario Asphalt Block Co. v. Montreuil (1913), 4 O.W.N. 1474, 5 O.W.N. 289, 29 O.L.R. 534. The defendant appeared to have been allowed $200, and in adjusting the accounts it must be made clear that he has the benefit of an abatement to this extent as of the date of a certain cheque for $7,290. The defendant made no application of the money at the time of payment, excepting in so far as the wording of the cheque affected the question; and the plaintiff had a right to apply it without reference to future instalments, under the terms of the agreement, and because he was releasing a part of his security.—The learned Judge said that he would like to relieve the defendant from payment of costs, as he has been at some inconvenience and loss; but, as this had been without fault of the plaintiff, there was no discretionary right to relieve him except upon terms.—Judgment for the plaintiff for the $3,000 instalment due on the 1st November, 1913, with interest upon the outstanding balance at the contract-rate to that date, and interest since then at five per cent., with costs; but, if the defendant would undertake not to carry the action to appeal, the judgment would be without costs. R. McKay, K.C., and A. L. Bitzer, for the plaintiff. W. H. Gregory, for the defendant.

FORT WILLIAM COMMERCIAL CHAMBERS LIMITED v. DEAN—BRITTON, J.—MARCH 2.

Company—Shares—Subscription for—Allotment — Acceptance—Acting as Shareholder—Action for Calls—Liability.]—A similar action to Fort William Commercial Chambers Limited v. Braden, ante 24. It was agreed that the evidence taken in the Braden case should be used in this case so far as applicable and relevant. The only difference was that the defendant Dean did not act as a director. He did, however, attend meetings of shareholders, and signed documents as did Braden. The learned Judge said that Dean, in this undertaking, seemed to have cast his lot in with Braden—only objecting to payment of calls because Braden objected. There should be judgment for the plaintiff with costs for $3,140.69, being for second, third, and fourth calls of $1,000 each on 100 shares of stock and interest. Declaration that the defendant is the holder of 100 shares in