

with the plaintiff, but whether they are a help or a burden does not clearly appear.

If the plaintiff insists on an allowance, under the authorities it must be granted. I would suggest, however, that it might be more advantageous to her to make the order that was made lately in Crawford v. Crawford, under which defendant advanced a sum of about \$30 for interim disbursements, and the case was by consent to be set down and put on the peremptory list forthwith. If this is not accepted, then I will make the usual order and fix what I think reasonable in the case.

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HODGINS, MASTER IN ORDINARY.

MARCH 2ND, 1909.

MASTER'S OFFICE.

RE TORONTO CREAM AND BUTTER CO.

LUXTON'S CLAIM.

*Principal and Agent—Judgment Obtained against Agent—  
Election — Claim to Rank upon Assets of Company  
(Principal) in Winding-up Proceedings.*

Claim by one Luxton to rank as a creditor in winding-up proceedings.

George Bell, K.C., for claimant.

I. F. Hellmuth, K.C., and J. R. Meredith, for the liquidator.

THE MASTER:—The claimant Luxton, as assignee of the Bank of Hamilton, claims to prove as a creditor as against the assets of this company, under a state of facts set out in a special case or admissions. In the case it is stated that the Bank of Hamilton made certain advances to one Mrs. A. E. Clark, who carried on business in Milton as the Milton Creamery Company, and in Toronto as the Cream and Butter Company; that on 5th April, 1905, the above company was incorporated by letters patent, and on 1st June, 1905, Mrs. Clark assigned the said businesses to the incorporated company—the said company agreeing to pay therefor by allotting to Mrs. Clark 275 fully paid up shares, amounting to \$27,500, of the common stock of the company,