

declaration in relation to any of the above particulars shall vitiate the claim of the person making the declaration."

Upon the facts in evidence, the learned Judge was quite unable to believe that the plaintiff, with reference to his claim for damage to his goods, gave as particular an account of the loss as the nature of the case permitted. The plaintiff had deliberately prepared and presented a grossly exaggerated claim. It was impossible to believe that the plaintiff's goods were damaged to any such extent as he asserted, or to any considerable extent at all; or that the statement in the plaintiff's second declaration to the effect that the loss claimed therein was a just, true, and correct claim for the loss sustained by him, was a true statement, or that he believed that it was at the time he made the declaration.

The plaintiff also made a claim for \$150 for damage to his furniture. No particulars of this were at any time furnished to the defendants; and no satisfactory details were given, even in the evidence at the trial.

In the statement of claim, the plaintiff put his claim for damage to his building at \$150. At the trial it appeared that part of this amount was really for repairs done in consequence of a leak in the roof, not caused by the fire.

In these circumstances and upon these findings, the claim of the plaintiff was vitiated, and his action failed: statutory condition 20, *supra*.

Action dismissed with costs

CLUTE, J.

FEBRUARY 10TH, 1916.

*RE CARPENTER LIMITED.

*HAMILTON'S CASE.

Company—Winding-up — Contributories — Subscriptions for Shares—Allotment — Election of Directors — Non-compliance with Provisions of Part VIII. of Companies Act, 2 Geo. V. ch. 31 (O.)—Rights of Creditors—Cancellation of Applications for Shares.

Appeal by Hamilton and four others from the order of an Official Referee placing the names of the appellants on the list of contributories of a company incorporated as Carpenter Limited, in liquidation under the Winding-up Act, R.S.C. 1906 ch. 144.