

there have been repeated violations of the right of the plaintiff to quiet possession and enjoyment of the apartments since that injunction and down to the date of the motion to commit on the 7th November: these are set out in detail in the notice of motion. No attempt has been made to contradict any of these charges—some of the later ones involving threats and personal violence to the plaintiff and his wife. The only ground relied on before me was that all had been settled by the letter of the 21st October—but that has not become operative, as its condition has not been observed by the defendants.

Seeing that there has been this delay in moving till the legal removal of the plaintiff from possession by the order of the County Court Judge, it is not incumbent on the Court to proceed by way of commitment as upon breach of the injunction for the purpose of enforcing the order of the Court for the benefit of the person who obtained it. But it does not follow that the defendants should escape some punishment for contempt. I will visit the transgressions of the defendants, who both disregarded the injunction granted against them and set it at naught, by imposing a fine of \$50, to be levied by execution as a debt due to His Majesty for public use.

The plaintiff acted for himself, and so has incurred no costs which are taxable. For any proper disbursements taxable in an action he may be allowed—these to be settled by the registrar and inserted in the order, and to be paid by the defendants.

RIDDELL, J.

DECEMBER 7TH, 1910.

DAVID v. RYAN.

Pleading—Statement of Claim Disclosing no Reasonable Cause of Action—Striking out—Leave to Amend—Company—Shareholder—Costs.

Motion by the defendant to strike out the statement of claim.

M. H. Ludwig, K.C., for the defendant.

H. D. Gamble, K.C., for the plaintiff.

RIDDELL, J.:—The plaintiff sets out in the statement of claim that he is a shareholder in the Turner Company Limited, holding twenty shares; that the defendant is president and general