

THE COURT (FALCONBRIDGE, C.J., MACMAHON, J., CLUTE, J.) dismissed defendants' appeal with costs; and allowed plaintiffs' appeal, holding that moneys collected by defendants for 1903 from separate school supporters who gave notice should be paid over to plaintiffs.

CARTWRIGHT, MASTER.

MARCH 31ST, 1905.

CHAMBERS.

HONSINGER v. MUTUAL RESERVE LIFE INS. CO.

*Parties — Several Plaintiffs — Distinct Causes of Action—
Joinder—Election—Life Insurance Policies.*

Motion by defendants for order requiring plaintiffs to elect which of them will proceed with this action, and dismissing it as to the other plaintiffs, on the ground of the improper joinder of several and distinct causes of action.

Shirley Denison, for defendants.

W. J. Tremear, for plaintiffs.

THE MASTER.—In this action 6 plaintiffs ask relief against defendants in respect of 8 different insurance policies. Of these the earliest was made on 9th February, 1886, and the latest on 11th November, 1893. No two of them were made at the same time. . . .

After examination of the statement of claim, I think the case is governed by *Mason v. Grand Trunk R. W. Co.*, 3 O. W. R. 621, affirmed *ib.* 810, 8 O. L. R. 28.

I cannot see how 8 different contracts made with 6 different persons, during a period of nearly 8 years, can be considered to be a series of transactions within the meaning of Rule 185.

It might as well be argued that if a land agent induced a dozen persons to buy lots at different times in the course of 2 or 3 years, this would be a series of transactions. The transactions impeached in one action must be connected by relation as in *Universities v. Gile*, [1899] 1 Ch. 55. Here I see nothing of the sort.

Nor does there seem to be any common question of law or fact. It is not even said that the literature used by the agents, which, it is alleged, contained statements untrue and misleading, was the same during the whole of the 8 years; nor are the policies identical in their terms.