

It further asked that the plaintiffs might be ordered to deliver up the note to be cancelled.

*Held*, that if that was a proper subject of counterclaim, it was one arising between the plaintiffs and the defendants as the result of the establishment of the defence, and did not render the introduction of new parties necessary.

It further asked that if the plaintiffs should be found entitled to recover upon the note, the new defendants by counterclaim should be ordered to pay it.

*Held*, not a matter in which the plaintiffs were concerned, and therefore, under Rule 376, other persons could not be brought in as defendants by counterclaim.

It further alleged that the plaintiffs and the new defendants by counterclaim conspired together with the fraudulent intention of keeping certain insurance moneys without applying them upon the note sued on; but there was no assertion that the plaintiffs received the insurance moneys, or any part of them, beyond the amount of the note; and the prayer was that the new defendants by counterclaim, and not the plaintiffs, should account for the insurance money over and above the amount of the note.

*Held*, that there was no excuse for joining the plaintiffs as parties liable to account with the added parties, and therefore no excuse for adding the latter.

And the counterclaim of the original defendants, so far as it added new parties, was struck out.

*J. A. Paterson* for the Canadian General Electric Co., defendants by counterclaim.

*W. M. Douglas* for the Edison General Electric Co., defendants by counterclaim.

*C. Millar* for the original defendants.

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ROBERTSON, J.]

[May 25.]

HAGGERT v. TOWN OF BRAMPTON.

*Interim injunction—Undertaking in lieu of—Duration of—Judgment after trial—Stay of entry—Injunction after trial, where undertaking violated.*

Action for the return of certain goods or to recover their value, and for damages for detention or conversion, and for an injunction. Relying upon an undertaking given by the defendants Blain and McMurchy, that nothing would be done to affect the position of the property pending the litigation, according to the plaintiff's version of the undertaking, or until after the trial, according to the defendants' version, the plaintiff did not apply for an interim injunction. The action was tried, and judgment pronounced on the 6th April, 1895, directing that judgment be entered after the second day of the next sittings of the Divisional Court dismissing the action with costs. The next sittings of the Divisional Court were fixed for the 27th May, 1895.

Soon after the delivery of judgment the defendants began to dispose of the property the subject of the action, and on the 9th May, 1895, the plaintiff