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it would be better, even now, to have an examination of the plaintiffs' books and see what was the real liability of the defendant, who was said to be only an accommodation maker or indorser. The defendant should elect as to this in four days. In view of his financial position, the delay would not seriously prejudice the plaintiffs, who could not complain if the important omission above-mentioned gave them some trouble. The very recent case of *Symons v. Palmers*, [1911] 11 K.B. 259, shews how strictly plaintiffs should comply with the requirements of Con. Rule 603. A. H. F. Lefroy, K.C., for the plaintiffs. F. J. Hughes, for the defendant.

KING MILLING CO. v. NORTHERN ISLANDS PULPWOOD CO.

Ontario High Court, Cartwright, M.C. February 28, 1912.

PLEADING (§ 11 O—275)—*Statement of Claim—Action by Creditors of Company to Set aside Transfers of Property—Want of Authority of Officers of Company.*—This action was brought on behalf of the creditors of the defendant pulpwood company to set aside certain transfers made by that company to the defendants the Imperial Bank of Canada, on the usual grounds. By the 9th paragraph of the statement of claim the plaintiffs alleged that these transfers were executed by the officers of the company without authority. The defendants the Imperial Bank of Canada moved to have this paragraph struck out as embarrassing. The Master said that the motion was entitled to prevail, as these plaintiffs had no locus standi to bring any such action. That could only be done by the company itself or by some of the shareholders, if they could not obtain the use of the name of the company as plaintiff. See *International Wrecking Co. v. Murphy*, 12 P.R. 423, and cases cited. The paragraph in question with the corresponding prayer for relief must be struck out with costs to the moving defendants in any event. M. L. Gordon, for the applicants. Featherston Aylesworth, for the plaintiffs.

WELLAND COUNTY LIME WORKS CO. v. SHURR.

Ontario Divisional Court, Falconbridge, C.J.K.B., Britton and Middleton, J.J. February 29, 1912.

MINES (§ 11 B—52)—*Construction—Supply of Natural Gas—Joint or Several Contract—Oil and Gas Lease—Enforcement of Contract.*—Appeal by the defendant from the judgment of SUTHERLAND, J., 3 O.W.N. 398. The Court was unable to agree with the conclusion of the trial Judge. MIDDLETON, J., said that, in the opinion of the Court, the matter must be determined upon the terms of the written memorandum of the 20th November, 1903. In it must be found the term for

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