

PURSE V. GOWGANDA QUEEN MINES CO.—BOYD, C.—JAN. 26.

*Company—Shares—Subscription — Liability.*]—Action for a declaration that the plaintiff's subscription for 5,000 shares of the capital stock of the defendants is not binding upon him and to compel the defendants to remove his name from the register. Counterclaim for calls. The Chancellor finds that the plaintiff signed an agreement to take shares in the company to be formed, and to pay calls thereon, first upon allotment, and then at defined periods afterwards; that he signed deliberately and without any fraud being practised in what was told him; that he acted upon his own judgment of the matters set forth in writing in a paper shewn to him; and that afterwards the company was formed, the shares allotted to the plaintiff, and calls made. Held, therefore, that the plaintiff had not made out a case for being discharged from the consequences of his signature to the agreement to take shares. Reference to *Ridwelly Canal Co. v. Raby*, 3 Price 93, quoted in *Patterson v. Turner*, 3 O. L. R. 104. No order as to counterclaim. Action dismissed with costs and without prejudice to such further steps for attack or defence as the plaintiff may be advised to take. R. S. Robertson, for the plaintiff. W. R. Smyth, K.C., for the defendants.