

It is said that on or about the 10th July, 1911, the defendant company set out a fire upon their lands, which fire spread, and destroyed the premises of the several plaintiffs in these four actions. In each action the plaintiff presents his case in alternative ways. First, he charges that the fire set out on the defendant's premises spread to his; next, he charges that the fire was set out negligently; and in the third place that by reason of the negligence the fire was permitted to spread on the defendant's premises to the plaintiff's premises.

The first plaintiff claimed \$2,809.02; the second plaintiff claimed \$95,000; the third plaintiff claimed \$32,500, and the fourth plaintiff claimed \$31,207.58. No details were given of these sums. In each case the statement of claim alleged negligence on the part of the defendant company. The plaintiffs were all represented by the same solicitors. The statement of defence in each case was a simple denial of the allegations of the statement of claim.

The defendant moved to have these actions consolidated or to stay three of them until the first action had been tried, the defendant undertaking to be bound by the result in that case.

The motion also asked that only one of the four examinations for discovery be allowed to proceed. In each case an appointment had been taken out for this purpose and of a different officer.

R. C. H. Cassels, for the defendants' motion.

H. E. Rose, K.C., for the plaintiff, contra.

CARTWRIGHT, K.C., MASTER (17th April, 1912):—Unless the decision is one of a number of actions, such as those in question, would necessarily dispose of the essential cause of action in the others, no order could be usefully made to stay the rest. And, unless this could be done, the actions could, evidently, not be consolidated.

The present cases seem to be analogous to that of *Williams v. Township of Raleigh*, 14 P. R. 50. There, at p. 53, it was said: "Proof that there was the resulting injury to the lands of one plaintiff would not be proof of any evidence at all that there was the like" (or any other) "injury to the lands of any other plaintiff." These words are applicable to the present motion, and though the decision was