

STINSON V. INTERNATIONAL BRIDGE AND TERMINAL CO. LIMITED
—KELLY, J., IN CHAMBERS—NOV. 26.

Parties—Addition of Defendants after Commencement of Action—Statement of Claim—Matters of Complaint Arising after Commencement of Action—Striking out Statement of Claim as against Added Defendants.]—Appeal by the defendants the Municipal Corporation of the Town of Fort Frances from an order of the Local Judge at Fort Frances dismissing the application of the appellants for an order striking out the statement of claim as against the appellants, on the ground that they could not properly have been originally made parties defendants. KELLY, J., in a written judgment, said that the action was commenced on the 25th July, 1917. The amending order by which the appellants and others were made defendants was made on the 12th September, 1917. A perusal of the statement of claim shewed that the happenings which the plaintiff complained of and on which he founded his claim were subsequent to the issue of the writ of summons. The appellants could not properly have been made defendants originally, and the appeal should be allowed with costs. Frank Denton, K.C., for the appellants. R. T. Harding, for the plaintiff.

RE BOURNE AND DUNN—MIDDLETON, J.—NOV. 29.

Vendor and Purchaser—Agreement for Sale of Land—Objection to Title—Incumbrance—Execution—Abandonment of Claim by Execution Creditor—Recital in Order Made under Vendors and Purchasers Act.]—Motion by the vendor, in respect of an agreement for the purchase and sale of land, for an order, under the Vendors and Purchasers Act, declaring invalid an objection made by the purchaser to the title. The motion was heard in the Weekly Court at Toronto. MIDDLETON, J., in a written judgment, said that, notice having been given to the execution creditor, whose possible claim formed the subject-matter of the objection, and the execution creditor, by counsel, now abandoning any possible claim, an order should go reciting this fact, and declaring that the execution creditor has not any claim against the land, and that a good title can be made, notwithstanding the matter mentioned as the objection. J. M. Ferguson, for the vendor. C. Carrick, for the purchaser. A. E. Knox, for the execution creditor.