

Aylesworth, Q.C., for the appellant, contended that the subscription was a continuing offer to take shares, and when it was accepted after incorporation it became a contract. *Allan Cassels*, for the alleged contributory, contra.

The court was unable to distinguish this case from the *Tilsonburg Case*, and therefore dismissed the appeal with costs.

Meredith, C.J., Rose, J.] HOFFMAN v. CREER. [Sept. 7.
Judgment—Default—Writ of summons—Special indorsement—Nullity—Abandonment of action—Joint contractors—Release of some after judgment—Effect of—Costs.

Upon an appeal by the plaintiff from the order of ARMOUR, C.J., 18 P.R. 473, reversing an order of the local judge at Stratford, and staying proceedings upon judgments recovered and executions issued against certain of the defendants, counsel for the latter offered to pay the plaintiff such amount as, with the sums already paid, would make \$116, for which judgment was recovered. The Court, in view of this offer, affirmed the order of ARMOUR, C.J., upon the ground that the plaintiff could not recover more than \$116, but directed that the order should be so framed as to make it plain that the plaintiff was entitled to proceed for costs.

D. L. McCarthy, for the plaintiff. *J. H. Moss*, for the defendants.

Armour, C.J., Falconbridge, J., Street, J.] [Sept. 11.
 IN RE CONFEDERATION LIFE ASSOCIATION AND CORDINGLY.
Interpleader—Summary application—Rule 110 (a) Insurance moneys—Adverse claims—Foreign claimants—Notice of motion—Service out of jurisdiction—Rule 162 (b).

Certain moneys were payable by an insurance company under several life policies in favour of the assured, his executors, administrators or assigns. The moneys were claimed by the executors, who reside in Manitoba, where the assured died, and who were threatening suit there, and also by the widow, who resided in Quebec, and had brought an action against the company there. The company's head office was in Ontario, and they launched an application in the High Court for a summary interpleader order.

Held, reversing the decision of MEREDITH, C.J., ante, that they were not entitled to avail themselves of the provisions of Rule 110 (a), as persons under liability for a debt in respect of which they were, or expected to be, sued by two or more persons, because no action was brought or threatened within Ontario, and the claimants would not be bound by any order that might be made; and therefore service out of Ontario of the company's notice of motion for the interpleader order should not have been allowed under Rule 162 (b) or otherwise.

Maclaren, Q.C., for Sarah E. Langridge. *Snow*, for the Association.