

County, Ont." There was no other Protestant Orphans Home in the county; the deceased was an Orangemen, knew of this Home, and was interested in it. It satisfied the description, and was the only institution which did or could so answer. There should be a declaration accordingly.

Costs of all parties, those of the executors as between solicitor and client, out of the estate.

As this application had been rendered necessary by the ignorance and ineptitude of the executor who drew the will, a country conveyancer without knowledge of grammar or law, it was proper that in fixing his remuneration the Surrogate Court Judge should take into consideration the costs to which the estate had been put by reason of his undertaking a task which he never should have attempted.

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FERGUSON, J.A., IN CHAMBERS.

NOVEMBER 6TH, 1920.

MACKAY v. MERCHANTS BANK OF CANADA.

*Parties—Joinder of Defendants and Causes of Action—Rule 67—Claim against Bank for Dishonouring Cheque—Claim against Individual for Malicious Prosecution—Trial—Jury—Connected Transactions.*

Appeal by the bank, the original defendant, from an order of the Local Judge at Brockville adding John C. Carruthers as a party defendant, directing that (unless otherwise ordered by the trial Judge) there shall be separate trials of the respective claims against the two defendants, and postponing the trial until the next sittings for the trial of actions with a jury at Brockville after the 2nd November, 1920.

H. S. White, for the defendant bank.

W. Lawr, for the plaintiff.

FERGUSON, J.A., in a written judgment, said that this case did not, in his opinion, fall within Rule 67. The plaintiff's cause of action against the bank was complete when it failed to honour his cheque. The plaintiff's cause of action against Carruthers arose out of circumstances which were a sequence to the refusal of the bank and out of events which happened after the cause of action against the bank was complete.

Even if it was lawful, it was not expedient, to direct that the two claims should be joined in the one action. The claim against the bank arose out of a breach of contract, and was in its nature