

I think the applicant has not satisfied the onus, resting upon him under the section, to shew that this by-law was procured by the promises, if these were promises amounting to bribery, within the meaning of sec. 245.

The application therefore fails and must be dismissed with costs.

CARTWRIGHT, MASTER.

DECEMBER 3RD, 1906.

CHAMBERS.

WOODRUFF CO. v. COLWELL.

*Pleading—Counterclaim—Motion to Strike out—Irrelevancy
—Company—Parties—Joinder of Plaintiffs—Costs.*

Motion by plaintiffs to strike out defendant's counterclaim.

W. E. Middleton, for plaintiffs.

C. A. Moss, for defendant.

THE MASTER:—The main facts of this case appear in a report of a previous motion, ante 302. On 12th November the statement of claim was delivered. The relief asked for is to have defendant restrained from acting as manager of the plaintiff company or dealing in any way with their assets, and to have him deliver over the books and documents and assets of the company, and account for his dealings with the same, and for damages sustained by the company through defendant's alleged misconduct.

No relief of any kind is asked by the Woodruffs personally. The point was not raised on the argument; but I do not see why the Woodruffs joined as plaintiffs. No doubt, in this way they give the best proof of good faith, as they thereby render themselves liable for costs and to give discovery. But having control of the company, on whose behalf they allege that the action is brought, it would not seem necessary to have had individual plaintiffs. See *Saskatchewan Land and Investment Co. v. Leadley*, 4 O. W. R. 39, 378; *International Wrecking Co. v. Murphy*, 12 P. R. 423.