

THE COURT (MULOCK, C.J., ANGLIN, J., CLUTE, J.), held that plaintiff had a cause of action at the time the action was begun, and reversed the judgment of the trial Judge; but they were of opinion that the cause of action was at an end when defendant paid the promissory note given for part of the price of his shares, and that either party might then have applied summarily for an order disposing of the costs: *Eastwood v. Henderson*, 17 P. R. 578.

Appeal allowed. Plaintiff to have costs up to time of payment, fixed at \$300. No further or other costs to either party.

TEETZEL, J.

SEPTEMBER 24TH, 1906.

WEEKLY COURT.

RE CEMENT STONE AND BUILDING CO.

EGAN'S CASE.

Company—Winding-up—Contributory — Director — Entries in Register—Resolution of Directors—Attempt to Get Rid of Liability.

Appeal by Samuel Egan from decision of Master in Ordinary in a winding-up matter, ante 260.

W. E. Middleton, for appellant.

W. J. McWhinney, for the liquidator.

TEETZEL, J., reversed the decision of the Master and allowed the appeal, but without costs.

CARTWRIGHT, MASTER.

SEPTEMBER 25TH, 1906.

CHAMBERS.

SYMON v. GUELPH AND GODERICH R. W. CO.

Parties—Joinder of Defendants — Pleading — Statement of Claim—Joint or Several Cause of Action — Master and Servant—Injury to Servant—Joint Employment—Particulars—Rule 192.

Action against the Guelph and Goderich Railway Company, the Canadian Pacific Railway Company, and the Can-