

and held land in Ontario, and in every month of 1911 he spent some days in the Province. He thus "returned" to Ontario, within the meaning of the words of sec. 52; and, even if the time for the commencement of the period of limitation had been suspended, the suspension ceased more than 6 years before the proceedings against Clergue were initiated: *Moore v. Balch* (1902), 1 O.W.R. 824. See also *Boulton v. Langmuir* (1897), 24 A.R. 618.

The defendants' claim against the third party failed.

Interest ought to be allowed upon the notes which were not presented as well as upon those which were: *Freeman case*, *supra*.

Judgment for the plaintiffs against the defendants for \$2,866.40 with costs.

The defendants' claim against the third party dismissed with costs.

ROSE, J., IN CHAMBERS.

MARCH 5TH, 1919.

DOMINION PERMANENT LOAN CO. v. HOLLAND.

Pleading—Statement of Claim—Action by Liquidator on Behalf of Company in Liquidation—Position of Liquidator—Assertion of Cause of Action by Liquidator as Representing Shareholders and Debenture-holders.

Motion by the defendants to vary the minutes of the order made by ROSE, J., on the 19th February, 1919 (15 O.W.N. 446).

Grayson Smith, W. W. Vickers, and Christopher C. Robinson, for the several defendants.

M. L. Gordon, for the liquidator of the plaintiff company.

ROSE, J., in a written judgment, said that his attention had been drawn to the fact that, while he had directed the elimination from the statement of claim of certain words which were apparently intended as an assertion of a cause of action by the liquidator as representing "the public," he did not deal specifically with certain other words which were apparently intended to be an assertion of a similar cause of action by the liquidator as representing certain shareholders and debenture-holders.

In the learned Judge's opinion, the liquidator's concern was with wrongs done to the company: he was entitled to sue for damages in respect of such wrongs: if he succeeded he might