

costs to be taxed and set-off pro tanto against the \$451, and the excess (if any) to be paid into Court by the plaintiff, to the credit of this action and subject to the further order of the Court. Upon payment of the amount of excess into Court, or if there is no excess, judgment is to be entered for the plaintiff declaring that the land in question is released and discharged from the syndicate agreement and from all claims and demands arising out of or connected with it, except the interest or claim if any, of William Parker, who was not before the Court, and the balance of the taxed costs if they exceeded \$451. E. S. Wigle, K.C., and J. H. Rodd, for the plaintiff. F. D. Davis, for the defendants.

RE STANDARD COBALT MINES LIMITED—FALCONBRIDGE, C.J.K.B.

—Oct. 16.

Company—Winding-up—Claim on Assets—Assignments—Evidence—Finding of Referee—Notice of Adjudication—Appeal.]—Appeal by the Railey Cobalt Mines Limited from the report of an Official Referee, in a winding-up matter, allowing a claim. The learned Chief Justice said, referring to the complaint of want of notice of the adjudication by the Referee, that it appeared by the record that the matter was gone into and elaborately argued by one of the present counsel for the appellants—no application being made by him for postponement of the hearing for the purpose of calling evidence. The assignments were on file and were produced. There was evidence sufficient to prove the claim adduced before the Referee. Appeal dismissed with costs. G. H. Watson, K.C., and Grayson Smith, for the appellants. W. R. Smyth, K.C., for the liquidator. H. E. Rose, K.C., and J. A. McEvoy, for the Security Transfer and Register Company.