

stock was not listed. He declined to answer questions as to the financial affairs of the company, directed to obtaining information as to the value of the shares. The Master referred to *Wooster v. Canada Brass Co.*, 7 O. W. R. 748, 807; *Walters v. Duggan*, 33 C. L. J. 362; *Howland v. Patterson*, 1 O. W. R. 653; *Daniel v. Birkbeck Loan Co.*, 5 O. W. R. 757; *Sub Target Co. v. Sub Target Gun Limited*, 6 O. W. R. 439; *Stone v. Stone*, 10 O. W. R. 1088, 11 O. W. R. 336; and said that it did not seem necessary to do more at present than to direct that the name of the purchaser of the 20 shares be given. Then, if the defendant was not satisfied, he might ask to be allowed to examine one of the officers of the company as a witness on the motion. If the name of the purchaser is given, and the defendant is thereby satisfied, or receives sufficient information from the company, the motion will be dismissed, with costs in the cause to the defendant. Otherwise, the witness should attend without further payment, and at least apply for permission to give information as to the financial condition of the company: *Douglas v. Blackley*, 14 P. R. 504. The surety to undertake, as in the *Wooster* case, not to deal with the shares without notice.

McCOMB v. BECK—SUTHERLAND, J.—APRIL 5.

Injunction—Contract to Sell Shares.]—Motion by the plaintiff to continue an interim injunction restraining the defendants from selling or transferring 3,612 shares of stock in the Anglo-American Fire Insurance Company owned or controlled by the defendant Beck for himself or his co-directors. The plaintiff alleged that the defendant Beck accepted an offer made by the plaintiff to purchase 3,612 shares, and agreed to endeavour to secure that number of shares from the various holders. It appeared from the examination of the defendant Beck that he had not obtained options from his co-directors, nor agreed to sell his own shares to the defendant Thompson; and also that he was willing to sell his own shares to the plaintiff at the agreed price. The motion to continue was refused with costs. W. N. Ferguson, K.C., for the plaintiff. F. E. Hodgins, K.C., for the defendants.

BOUTTETE v. TOWNSHIP OF TILBURY NORTH—RIDDELL, J.—
APRIL 5.

Highway—Non-repair—Action by Ratepayer.]—Action by a ratepayer of the township to compel the defendants to repair and keep in repair a certain highway, and for damages for non-repair. Action dismissed with costs. O. E. Fleming, K.C., for the plaintiff. A. H. Clarke, K.C., for the defendants.