

McAndrew was entitled to be relieved of his subscription for stock in the Nagrella Manufacturing Company—his action having been brought before the winding-up began.—The other action seemed to be misconceived. The fraud was practised upon the individual shareholders who purchased from Welsh, and their right of action should be asserted by them individually. Neither Welsh nor the company was, so far as shewn, the victim of any fraud, and the liquidator could not assert the rights which the shareholders as individuals had against Fletcher. Though Fletcher and the Ideal Manufacturing Company were in many aspects identical, yet in law they were separate, and nothing was shewn to make the company answerable for his deceit. It was not now possible to rescind the contract. Matters had gone too far, and there could be no restitution.—In the result the Moneur action should be dismissed without costs, and McAndrew's action should succeed with costs. C. W. Bell and T. B. McQuesten, for the plaintiffs. E. E. Gallagher, for the defendant the Nagrella Manufacturing Company. M. J. O'Reilly, K.C., and C. V. Langs, for the defendant the Ideal Manufacturing Company.

RICHARDSON v. MCAULEY—CLUTE, J.—MARCH 17.

Money Lent—Action to Recover—Improvident Transactions—Evidence.]—Action to recover \$1,900 advanced by the plaintiff to the defendants. The plaintiff, at the time of the trial, was 81 years of age, and was 78 at the time when the advances began, in the spring of 1913. There was no written agreement between the parties, and the plaintiff had no independent advice. The action was tried without a jury at Kingston. CLUTE, J., read a judgment in which, after setting out the facts, he said that the plaintiff was entitled to recover for money lent. The advances alleged were made at different times in three sums, of \$600, \$500, and \$800. The defendants alleged that the third advance was only \$500. The first advance, \$600, the learned Judge found, was quite sufficient to satisfy any claim the defendants had for the period that the plaintiff remained with them. As the plaintiff might be mistaken as to the amount of the third advance, he gave the defendants the benefit of the doubt; and directed that the plaintiff should have judgment for \$1,000, with interest from one year after the 6th August, 1914, and with costs. The transactions could not be supported, upon the defendants' statement, as moneys paid upon a good considera-