

possessed of sufficient means within the jurisdiction of this Court to answer the costs of the action. In support of the application plaintiff filed his own affidavit, in which he claimed to be entitled to common stock of the defendant company, the Nickel Copper Company of Ontario, of the par value of \$147,000 or thereabouts, but he did not state what this stock could be sold for. He also examined the defendant Patterson in support of the application, but the latter stated that the stock could not be sold. In answer to the motion the defendant company filed the affidavits of the vice-president, secretary, and two of the directors of the defendant company, in which they stated that the common stock of the company was absolutely valueless and unsaleable; that the company had heavy liabilities, and creditors had obtained judgments which were unsatisfied. After this motion was launched the solicitor for plaintiff filed, on behalf of associates of plaintiff, a petition for the winding-up of the company.

R. C. Levesconte, for plaintiff.

G. H. Levy, for defendant company.

THE MASTER held that the affidavits of the directors of the company were conclusive as to the value of the plaintiff's stock, and, as he did not appear to have any other means within the jurisdiction, his application failed.

Motion dismissed with costs to defendant company in any event.

MEREDITH, J.

OCTOBER 9TH, 1902.

TRIAL.

DOMINION BANK v. EWING.

Promissory Note—Forgery—Notice—No Repudiation—Ratification—Estoppel.

Action upon a promissory note. Defence, forgery.

A. B. Aylesworth, K.C., and W. B. Milliken, for plaintiffs.

H. S. Osler, K.C., and F. B. Osler, for defendants.

MEREDITH, J.:—The note was not made by or with the authority of defendants; but, immediately after it was negotiated, they became aware, through a notice which the plaintiffs sent them, of it, and that the plaintiffs were the holders of it, relying upon its genuineness; and immediately after receiving such notice they communicated with the person who