

have successfully asked for consolidation? The only possible suggestion of a common question of fact is the alleged promise of the defendant to leave the property to his daughter. But does this satisfy the rule? Are the claims really connected otherwise than "historically," as is said in one of the cases? If entitled to wages, the daughter need not, perhaps cannot, rely on the alleged promise as a ground for recovery. It would only be a reason for not having made her claim earlier. So, too, her husband. His claim must be based on the request and consent of the defendant (as set out in para. 6 of the statement of claim). And the alleged promise again is an explanation of the delay in making the present claim, but cannot be put forward as the ground for making it.

There are few cases in our own Courts on this Rule. I notice in *Liddiard v. Toronto R. W. Co.*, 2 O. W. R. 145, none are cited by Mr. Winchester. The only one I have seen on the Rule itself is *Dixon v. Tracey*, 17 C. L. T. Occ. N. 381, where Meredith, J., held that father and daughter could not join as plaintiffs seeking to recover \$1,000 on behalf of both plaintiffs for seduction of the daughter and breach of promise.

So far I have not said anything about the \$204 claimed for board of defendant after the marriage of the plaintiffs in July, 1901. It should be made clear whether the plaintiffs are suing for this jointly, or if not, by which of them it is claimed.

The order will go that plaintiffs do elect within two weeks which plaintiff's claim will be proceeded with in this action, and do within the same time amend the statement of claim by striking out all parts that refer to the claim of the other plaintiff, and that in default the action be dismissed with costs.

The costs of this motion to be in the cause to defendant.

The plaintiff continuing will be at liberty to join the claim for \$204 for board of defendant, if so advised, either as a separate or joint claim.

MACMAHON, J.

OCTOBER 6TH, 1903.

CHAMBERS.

RE DOMINION OIL COMPANY.

*Company—Shares—Transfer—Refusal to Register—Mandamus.*

Application by W. B. Whelpley, the holder of a certificate for 50,000 shares of the company, issued under the seal of