

ordering the defendant Mamie Ray to pay the costs of her counterclaim.

W. M. Douglas, K.C., for appellants.

C. A. Masten, for plaintiff.

The Court (FALCONBRIDGE, C.J., and STREET, J.):—Held, that the evidence fully justified the judgment appealed from, both as to the original contract and the extras. It was not necessary that Mamie Ray should have been added as a party at all, because there was no evidence that the plaintiff had any notice of the contract under which she claimed title, and she registered her conveyance long after the registration of the *lis pendens* in the present action. Under these circumstances, the interest she took was subject to the proceedings in the action, and no notice at all need have been taken in the action of the fact that she had acquired title from Griffiths and Davidson. Appeal dismissed with costs.

McLennan & Wallbridge, Rat Portage, solicitors for plaintiff.

W. B. Towers, Rat Portage, solicitor for defendants.

STREET, J.,

FEBRUARY 22ND, 1902.

WEEKLY COURT.

Re PUBLISHERS' SYNDICATE—MALLORY'S CASE.

Company—Winding-up—Subscription for Shares—Condition—Allotment—Notice—Contributory.

Appeal by M. B. Mallory from a judgment of Mr. Winchester, official referee, sitting for the Master in Ordinary, in a winding-up matter, settling the appellant's name upon the list of contributories as the holder of five shares of unpaid stock in the company. One Stark was an agent of the company, and was authorized to obtain subscriptions for its shares, being paid by a commission. Under his solicitation Mallory signed and handed to him an application for five shares, with the understanding that the application was subject to a condition (not appearing on its face) that Mallory was not to be required to accept any allotment that might be made unless and until he should collect a sum of about \$700 then due him. This condition was communicated to the president of the company, to whom the application was handed by Stark, either at the time of so handing it or shortly afterwards. The board of directors allotted five shares to Mallory upon the application being laid before them. There was no evidence of any formal notice of allotment being given to Mallory; he never paid any money upon the shares, and never attended a meeting of the shareholders, or in any way