

Cartwright—Master.]      ANDREWS v. FORSYTHE      [March 9.

*Parties—Joinder of defendants—Independent claims.*

In considering the propriety of the joinder of defendants, the nature of the action and of the relief asked must be considered. If that relief is of an equitable nature, all parties must be before the Court whose presence is necessary to give the plaintiff, if successful, the full measure of his rights—assuming that the action is not multifarious. On the other hand, the plaintiff cannot join two independent claims merely because they happen to relate to the same subject-matter, there being no connection otherwise between the parties.

In an action claiming as against one defendant rectification of a deed, and as against the other defendant cancellation as a cloud on the plaintiff's title of a deed from a third person to that defendant of part of the land, which as the plaintiff alleged, should have been included in the deed of which rectification was sought, an order was made as in *Chandler & Massey v. Grand Trunk R.W. Co.* (1903) 5 O. L. R. 589, requiring the plaintiff to elect as against which defendant he would proceed.

*C. A. Moss*, for defendant moving. *J. Grayson Smith*, for co-defendant. *W. M. Douglas*, K.C., for plaintiff.

Cartwright—Master.]      [March 11.

HOCKLEY v. GRAND TRUNK R.W. CO.

*Staying proceedings—Postponing trial—New trial—Appeal to Supreme Court.*

A motion by the defendants to postpone until after the determination of an appeal by them to the Supreme Court, a new trial directed by a Divisional Court and by the Court of Appeal after a nonsuit at the first trial, was refused, the plaintiff in one of the actions, which had been consolidated, being a young widow suing under the Fatal Accidents Act on behalf of herself and her infant child, and the case having been withdrawn from the jury without an assessment of damages.

*Rose*, for defendants. *McCullough*, for plaintiffs.

Divisional Court.]      [March 14.

IN RE MCKAIN AND CANADIAN BIRKBECK INVESTMENT CO.

*Company—Share—Transfer—Certificate—Lien—By-laws.*

A provision in a certificate of ownership of paid-up shares issued by a company incorporated by special Act, that "the articles of this company are part and parcel of this contract" is not sufficient to make applicable to a purchaser in good faith of the shares a by-law of the company purporting to give to the company a lien on all shares held by any shareholder for "any and all amounts that may be owing by the shareholder or his assigns