sight, it had not been done. A gas-pipe leading to the appellants' house was also on lot 2. The judgment should be varied by including in what were called the admitted rights of the appellants the right to maintain the eaves as they actually exist, including the eaves of the bay window, and the right to maintain the gas-pipe.

With this variation, the judgment should be affirmed and the appeal dismissed without costs.

FIRST DIVISIONAL COURT. JANUARY 10TH, 1916.

RE PORT ARTHUR WAGGON CO. LIMITED.

PRICE'S CASE.

Company—Winding-up—Contributory — Shareholder — Prospectus—Application for Shares—Allotment—Notice—Preferred Shares — Bonus of Common Shares — Conditional Subscription.

Appeal by Philip I. Price from the order of SUTHERLAND, J., 8 O.W.N. 480.

The appeal was heard by MEREDITH, C.J.O., GARROW, MACLAREN, MAGEE, and HODGINS, JJ.A.

George Bell, K.C., for the appellant.

A. McLean Macdonell, K.C., for the liquidator, respondent.

MEREDITH, C.J.O., delivering the judgment of the Court, said that the right of the appellant to have his name removed from the list of contributories depended upon his having established that his subscription for the shares in question was a conditional one, and that the condition upon which the subscription was made was not complied with.

The finding of the Master that the appellant, at the time of his subscription for the shares, was informed by Lindsay that the common shares were subject to a pooling agreement, was fatal to the appellant's case. Having notice of the fact that the shares were subject to a pooling agreement, the appellant must be taken to have agreed that his right to the common shares was subject to the terms of that agreement.

There were other objections equally fatal to the appellant's