from defendant's affidavit that plaintiff's offer was submitted to and approved of by him before her acceptance of same.

On the whole, I think the trial should be postponed, on the following terms.

If plaintiff does not wish to let the trial go over to the next non-jury sitting at Toronto, which will probably commence about the 14th September at latest, then defendant must be ready for trial at the non-jury sittings to be held on the 16th of next month at Barrie, a place which cannot be inconvenient to either party, or at St. Catharines, if the parties so desire. The defendant to elect forthwith not later than 11 a.m. to-morrow.

I am the more inclined to do this . . . because the case was ready last month, but was not tried owing to the illness of a Judge . . . and because in the present case plaintiff has the very unusual advantage of practically having got from defendant security for costs. . . . Costs should be to plaintiff in any event, as well as any extra costs occasioned by the change of venue.

MAY 15TH, 1903.

DIVISIONAL COURT.

CHANDLER AND MASSEY (LIMITED) v. GRAND TRUNK R. W. CO.

Parties—Joinder of—Two Defendants—Different Causes of Action—Sale of Goods—Claim against Vendee for Price—Claim against Carrier for Loss in Transit.

Appeal by defendant company from order of BRITTON, J. (ante 407), reversing order of Master in Chambers (ante 286), staying proceedings until plaintiffs elect which of the two defendants they will proceed against, and dismissing the action against the other.

D. L. McCarthy, for defendant company.

C. A. Moss, for defendant Kerr.

W. A. Sadler, for plaintiffs.

The judgment of the Court (MEREDITH, C.J., FERGUSON, J.) was delivered by

MEREDITH, C.J.—It is impossible to reconcile all the cases upon this subject, but we think the practice laid down by the more recent cases is clear, and that the order of the Master was right and should not have been reversed. The cases before Smurthwaite v. Hannay, [1894] A. C. 494, were