the treatment of the subject, proved by its reproduction to the extent of nine editions. A comparison of the two histories leaves the irresistible conclusion that the defendants adopted the plan of the plaintiff's work; that they used or allowed the Copp-Clark Co. to use the plaintiff's maps; and that they compiled material parts of their work from the plaintiff's history with colourable alterations and variations, always regarded as cogent evidence of animus furandi. Judgment for the plaintiff granting an injunction restraining the defendants Robertson and Henderson from further infringing plaintiff's history and directing them to deliver up to plaintiff's solicitor under oath all copies of the said book in their own or their agents' possession. Reference as to profits made by defendants Robertson and Henderson out of their book unless plaintiff consents to damages being assessed at a nominal sum. Defendants Robertson and Henderson to pay costs, less costs of making the Copp-Clark Co. defendants to the action.

Smith, Rae, & Greer, solicitors for the plaintiff.

Thomson, Henderson, & Bell, solicitors for defendants the Copp-Clark Co.

Barwick, Aylesworth, Wright, & Moss, solicitors for defendants Robertson and Henderson.

AUGUST 1ST, 1902.

DIVISIONAL COURT.

RE BRAMPTON GAS CO.

Company — Winding-up — R. S. C. ch. 129 — Master in Ordinary— Jurisdiction of, in Winding-up—Valuing Securities—Liquidator.

Appeal by Bank of Montreal and C. Blayney from ruling of Master in Ordinary that he had jurisdiction to determine the claims made by appellants and also the matters raised by the liquidator in his notice of contestation served on appellants pursuant to direction of the Master in Ordinary, and that he ought to exercise that jurisdiction. The Brampton Gas Co. is being wound up under the Dominion Winding-up Act, and the Bank of Montreal claim to be the holders of ten mortgage debentures of the company for $500 each, secured by a mortgage on the assets of the company, and to hold them as security for two promissory notes made by the company and indorsed by L. E. Dancey. Appellant Blayney claims to be holder of other ten mortgage debentures similarly secured, and also to be an unsecured creditor for $208.61. The liquidator disputes the validity of the mortgage debentures and the mortgage purporting to secure the