(in writing) "John Lusden," (in stamp) "President, and (in writing) "Robert Rae," (in stamp) "Secy-Treas." The Ontario statute is appealed to, 7 Edw. VII. ch. 34, sec. 27; but that statute, sec. 27 (2), specifically provides that the word "Limited" may be contracted to "Ltd." where, as here, the word "Company" forms part of the name of the corporation. The complaint then is reduced to the use of the contraction "Co." for . . "Company." I know of no law compelling a company to use its full name without contraction in any instrument. The cases cited are nihil ad rem. . . .

[Reference to Penrose v. Martyn, E. B. & E. 499; Atkin v. Wardle, 61 L. T. R. 33; Nassau v. Tyler, 70 L. T. R. 376; Boyd v. Marton, 30 O. R. 290; Alexander v. Sizar, L. R. 4 Ex. 102; Canada Paper Co. v. Gazette Publishing Co., 32 N. B. 689; Falk v. Moebs, 127 U. S. 597; Fairchild v. Ferguson, 21 S. C. R. 484.]

As to the argument that it is not proved that the persons who appear to have affixed the name of the company are those having power to do so, the simple answer is that the plaintiff has nothing to do with this, having received the notes in good faith, and having nothing to do with the management of the company. It cannot be contended that the making of the notes is ultra vires of the company. And in any case the company would be liable for the money received.

Upon the facts I see no reason to disagree with the findings of the trial Judge. . . . The appeal against the judgment should be dismissed with costs.

But the proceedings on this judgment should be stayed—"the judgment to stand for the protection quantum valeat of the plaintiff," as was done in Auerbach v. Hamilton, supra, until the counterclaim be tried. . . .

The plaintiff, having opposed the motion against striking out the counterclaim, should not in any event get costs of this motion, but, having consented to go down for trial, he should not be ordered to pay them forthwith—he should pay the costs of this motion in the cause in any event of the cause, and be allowed to have these costs set off against his judgment. The Drakes have caused the whole difficulty by their motion to strike out the counterclaim, and they have insisted on retaining the advantage which they have improperly obtained . . . they should pay the costs of this appeal and of the motion before Sutherland, J., forthwith after taxation thereof.

FALCONBRIDGE, C.J., and BRITTON, J., concurred; the latter giving written reasons.