

interest in the promissory note, and therefore the proceedings were not a mere nullity.

(3) Following the same case, that the Court had the power to amend by adding the solicitors as parties *nunc pro tunc* as of the teste of the writ, and this should have been done in the County Court.

(4) That this Court had the power to amend the proceedings in that way, and should do so in order to do justice in the premises, although the amendment had not been asked for in the Court below or in this Court.

(5) That upon the amendment being made by adding Messrs. MacGregor & MacGregor as parties plaintiffs to the action, the appeal should be dismissed.

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SECOND DIVISIONAL COURT.

APRIL 30TH, 1919.

\*RE MONARCH BANK OF CANADA.

MURPHY'S CASE.

*Company—Winding-up of Banking Company—Contributory—Subscription for Shares—Acceptance—Notice of Allotment—Oral Agreement—Promissory Note.*

Appeal by the liquidator from the order of FERGUSON, J.A., in the Weekly Court, 14 O.W.N. 294.

The appeal was heard by MEREDITH, C.J.C.P., BRITTON, RIDDELL, LATCHFORD, and MIDDLETON, JJ.

W. K. Fraser, for the appellant.

W. J. McWhinney, K.C., for the contributory Murphy, respondent.

THE COURT allowed the appeal with costs and restored Murphy's name to the list of contributories.