

such machines, entered into in 1888 and continued up to 1890 when he was engaged as agent by said firm up to 1894 for the keeping of the books and receipts of money for said eleven machines by Ward Carter & Co., the buying by plaintiffs of said firm's claim against Frank Wilson, extending from 1888 up to 19th November 1894, including all liabilities which the said Ward Carter & Co. might be under with reference to said account, and prays that the plaintiffs be condemned to render them an account under oath of such joint account as to the eleven separators above mentioned, and in default to pay them a sum of \$630.

"Whereas the incidental defendants demur to such incidental demand, and also complain of the insufficiency of allegations ;

"Seeing that the demurrer is based solely on the ground that said account should be demanded by a regular action wherein the firm of Ward, Carter & Co would be a party ; and that there is no connection between the two demands ;

"Seeing that the plaintiffs are two members of said firm, and Ward the third partner is a party to this suit as a *mis en cause* and therefore all the parties to said joint account are in the record ; that both demands refer to alleged special partnership or joint accounts for the sale of the Laval separators, the difference being as to the date of the beginning and ending of said ventures and as to the articles put there in ; that therefore they are closely connected together, and will be easily established by the same enquête and trial ;

"Considering that the incidental plaintiffs allege a joint venture in 1888 extending to 1890 for eleven hand de Laval separators placed in the hands of said firm by said Frank Wilson, in 1888 of the value of \$210, to be sold from the joint account of said firm and Frank Wilson, and that in 1889 it was agreed that said firm and Frank Wilson were to share equally in the profits or losses, and in 1890 said Frank Wilson was engaged as agent by said firm for the sale of the said cream separators and continued as such up to 1894, and said firm kept in their books an open account for the said Frank Wilson from 1888 to 1894, and also entrees of all transactions and sales ; received the monies on the same for their joint benefit and never rendered any account, thereby causing defendants a damage of \$630.00 ;

"Considering that such allegations are sufficient to justify a condemnation against incidental defendants, if proved, and are