

it was a term of the agreement between the parties that defendants should give plaintiff indemnity against all claims which the Goodison Co. might have against him, and that Moore represented that he had authority from defendants to so agree. It further states that defendants have refused to give such indemnity, and repudiate Moore's authority to make any such bargain.

This statement of claim was delivered on 27th June last, and it was on account of the repudiation of Moore's authority before action that the suit was instituted. The defendants are, therefore, at a loss to understand why Moore was not made a party in the first instance or what has occurred since to make the plaintiff wish to have him added.

It was further objected that this action was really being brought by the Goodison Co., and that it would be time enough to bring in Moore when that company attacked Madgett. It does not concern us at present whose action it is really. The plaintiff makes the giving of an adequate indemnity part of his agreement, and as one reason why he gave the notes now sought to be recovered.

Moore might have been joined as a defendant in the first instance, and this would not have been objectionable: see judgments of the Chancellor in Quigley v. Waterloo Manufacturing Co., 1 O. L. R. 606, 614, and Evans v. Jaffray, ib. 614. . . .

This being so, the only matter for consideration is the disposition of the costs. As plaintiff seems to have known all along that defendants denied any authority of Moore to give a promise of indemnity, I think that all costs lost or occasioned by this order should be to defendants in any event.

ANGLIN, J.

NOVEMBER 13TH, 1907.

CHAMBERS.

CANADA SAND LIME BRICK CO. v. OTTAWAY.

Mechanics' Liens — Statement of Claim — Computation of Time for Filing—Commencement of Action—Long Vacation—Statute and Rules of Court.

Appeal by plaintiffs from order of Master in Chambers, ante 686, striking out the statement of claim.