

S. P. 162, Holt v. Holt, 37 L. J. N. S. P. 33. Reference also to Re Sims v. Kelly, 20 O. R. 291; Nicholls v. Nicholls, in a note to the Goodheim case. Motion dismissed with costs to the defendant in the cause. E. G. Morris, for the plaintiff. R. A. Reid, for the defendant.

CANADIAN BANK OF COMMERCE v. ROGERS—RIDDELL, J.—SEPT. 24.

Promissory Notes—Actions on—Defences.]—This action and two others by the same plaintiffs against one Hackwell and one Simpson were in part tried at Stratford in May last. The evidence had since been completed. The actions were upon promissory notes made by the defendants respectively. The learned Judge found that no substantial or legal defence had been made out, and gave judgment in each case for the amount sued for, interest, and costs, including the costs of a commission to Manitoba. G. G. McPherson, K.C., for the plaintiffs. R. S. Robertson, for the defendants Rogers and Simpson. F. H. Thompson, K.C., for the defendant Hackwell.

MACKENZIE v. MONARCH LIFE INSURANCE CO.—RIDDELL, J.—
SEPT. 24.

Company—Shares—Certificate—Authority of Managing Director—Consideration—Settlement of Action—Agent—Repudiation.]—Action for a declaration that the plaintiff is the holder of twenty-five fully paid-up shares of the capital stock of the defendants, and to compel the defendants to register him as the holder. In 1905 the plaintiff brought an action against the defendants and one Ostrom, the managing director of the defendants, in which the plaintiff alleged that Ostrom had in March, 1904, assigned to one Stevenson a quarter interest in certain copyrights; that Ostrom and Stevenson had agreed to sell the copyrights of certain plans for a large sum and a large number of paid-up shares of the capital stock of the defendants; that the defendants had advertised that they were the exclusive owners of the plans and had procured large sums of money thereby; that Stevenson had assigned to the plaintiff; and that the defendants had refused to account; and the plaintiff accordingly prayed an injunction against the defendants restraining them from advertising, and claimed \$5,000 against the defendants and Ostrom for his (the plaintiff's) share. That action was, by consent, dismissed without costs, a settlement having been arranged by which Ostrom was to transfer to the plaintiff twenty-five shares of the defendants' stock. The plaintiff received