

the resolution removing the existing directors and electing plaintiffs Stephenson and Mulvey and defendant Oxenham in their stead, had been passed; for a declaration that these persons were duly elected directors; for an injunction restraining defendant Vokes from interfering as a director or as president; and for an order directing defendant Oxenham to deliver to plaintiffs the books of the company. The learned judge held, that the shareholders had no power to pass a by-law amending the existing by-law regulating the term of office of the directors; the directors exercised the power given by the Act of incorporation by passing a by-law which provided that the term of office should be one year, and this by-law was confirmed at the annual meeting in October, 1895, at which defendants and plaintiff Stephenson were elected; the shareholders having confirmed the by-law were bound by it, and could not themselves pass another one to alter it. The action of plaintiffs Stephenson and Mulvey, therefore, in forcibly ousting defendants from the control of the company was entirely unjustifiable. Judgment declaring that defendants Vokes and Oxenham and plaintiff Stephenson are the directors of the company for a year from 19th October, 1895, and until their successors are elected. Interim injunction dissolved, and defendants to have a reference as to damages, if they wish, but at their own risk as to costs. Judgment for plaintiffs, declaring invalid the allotment of the five shares by the directors to defendant Vokes, and ordering him to release them to the company. Judgment for defendant Vokes against the company for the recovery of the \$500 paid for the

shares with interest from the time it was paid. Judgment for plaintiffs, declaring that the proxy given by Bedson to Stephenson entitled the latter to vote in respect of them. Plaintiffs Stephenson and Mulvey to pay the full costs of the interim injunction motion, and one-half of the other costs of defendants. T. Mulvey and L. V. MacBrady for the plaintiffs. S. H. Blake, Q.C., and F. Denton for the defendants.

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In *Thibadeau v. Garland* the Divisional Court held on Feb. 20th that after a trader had become insolvent and had absconded, but before he had made an assignment for benefit of creditors, a person indebted to the insolvent and aware of his insolvency, purchased from a creditor of the insolvent a debt due to the creditor by the insolvent, which he claimed to be entitled to set off against his debt to the insolvent. Held, under R. S. O. c. 224, sec. 23, in connection with the general law of set off, he might properly do so. McCarthy, Q.C., for the plaintiff. Ritchie, Q.C., and Masten, for the defendant.

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Henry v. Dickey.—The Divisional Court (Boyd, C., Street, J., Meredith, J.), held, where the defendant, a prisoner on the charge of larceny, sent for the agent of the owner and offered to give security by a mortgage on his property for the value of the goods stolen, the agent told him he would have to take his trial just the same, whether he gave a mortgage or not, and he could not release him from his position even if he secured him, but let him know that on making a settlement he would endeavor to get a mitigation of the sen-