

been first registered in the same manner as was provided for the registration of shares.

Held, that the words "the next general meeting" were merely indicative of the earliest period at which the bondholders might vote, and that the statute did not intend to require a new registration so long as the interest remained unpaid.

Held, also, that the bondholders' right to vote was not limited to the right of voting for directors, but that they had the right to vote on all subjects properly coming before a general annual meeting upon which shareholders might vote; and where a statute extended the bondholders' right of voting to "special meetings."

Held, also, that the bondholders had the like right to vote on all subjects coming before "special meetings."

Where a statute authorized a Railway Company to enter into agreements with other companies for leasing or running its line, provided that assent thereto should be given by at least two-thirds of the shareholders present, or represented by proxy, at any meeting specially called for the purpose,

Held, that the word "shareholders" must be interpreted to include all who were entitled to vote as shareholders, and was not restricted to the actual shareholders of the Company.

Held, also, that the registered bondholders were entitled to vote at a special meeting called for the purpose of obtaining the assent of the shareholders to such an arrangement on the question of its adoption.

Held, also, that the votes of registered bondholders having been rejected, the arrangement though confirmed by two-thirds of the actual shareholders present, or represented, was nevertheless not properly confirmed within the meaning of the statute.

PRACTICE CASES.

The Master at Hamilton, }
Proudfoot, J. [Feb. 22, 1881.

DUFF V. CANADIAN MUTUAL FIRE INSURANCE COMPANY.

Costs—*Liability of company composed of different branches*—R. S. O. cap. 161, ss. 66, 67.

A solicitor's claim for costs after retainer by the Canadian Mutual Fire Insurance Company, was held to be a necessary expense of the com-

pany, and not of any particular branch of it, the same as rent, fuel, etc., and was, therefore, payable out of any moneys which the company might have on hand. The amount should afterwards be apportioned among the branches, as the Directors might determine, under R. S. O. cap. 161, sec. 67.

The word "claims" in sec. 66 of that Act, means claims for losses by fire, and not accounts for expenses of the company.

Duff, for the plaintiff.

Laidlaw, for the defendants.

Osler, J.]

[March 16, 1881.

JONES V. GALLOW.

Action for breach of promise of marriage—Examination—R. S. O. cap. 62.

Since 33 Vict. cap. 13 (O.), neither of the parties to an action for breach of promise of marriage can be called as a witness of the opposite party.

Discovery by means of oral examination under R. S. O. cap. 50, sec. 156 *et seq.*, substituted for the old practice of administering interrogatories, must be limited to the cases in which the party to be examined is compellable to give evidence by or on behalf of the opposite party, and hence does not apply to actions of this nature. See 45 Vict. cap. 10 (O.), assented to 10th March, 1882.

Mulock, for appellant.

Clement, contra.

Boyd C.]

[Dec. 20, 1882.

GOUGH V. BENCH.

Specific performance—Damages.

The action was brought to set aside a contract made by the plaintiff with the defendants for the sale of certain land. The defendants, by way of cross relief, asked to have the contract specifically performed, or for damages.

The Court, on a hearing, declined to decree specific performance, and directed a reference to the Master at Orangeville, to ascertain the damages (if any) sanctioned by the defendant.

The Master, by his report dated 30th Nov., 1882, certified that the defendant had sustained damages by reason of the costs of investigating title, etc., to the extent of \$11.05. The contract price of the land was \$3,000; and the report