

From this time until the liquidation order, the business was continued in the name of the unlimited company, including all the banking business, and it was not until some days after the warehouse receipts in question had been transferred, that defendants knew that a limited company had been formed, and I am not able to find that at any time before liquidation defendants or their manager knew that the business was asserted to be that of the limited company.

It should also be noted that at a meeting of the provisional directors of the plaintiff company, on 25th July, 1905, at which the usual officers were elected, a resolution was adopted that 275 fully paid up shares of the common stock of the plaintiff company be allotted to Mrs. W. A. Clark for all her right, title, and interest in the Toronto Cream and Butter Company, and that the said Toronto Cream and Butter Company Limited take over, as a going concern, all the assets, contracts, real estate, and other property and interests of the Toronto Cream and Butter Company, and assume responsibility for all liabilities aforesaid as of 1st June. At the same meeting another resolution was passed that the property occupied by the Toronto Cream and Butter Company Limited be purchased from Mr. Harry Webb for \$7,000, to be paid for by an allotment of 60 shares of preferred and 10 shares of common stock of plaintiff company, to be delivered to Mr. Webb on execution of all papers necessary to a clear title. At that meeting also the Crown Bank was selected by resolution as the bank through which all the business of the company should be transacted; and the seal was produced and adopted.

A deed of the property was executed by Mr. Webb, dated 1st June, 1905, but neither the stock allotted to him nor that to Mrs. Clark was ever formally issued.

A first meeting of the shareholders of the plaintiff company was held on 20th October, 1905, when a resolution was passed sanctioning and confirming the purchase of the business and assets of the Toronto Cream and Butter Company, as set out in the proposed agreement then read, and further, that upon execution of the agreement by the Toronto Cream and Butter Company, Mrs. Clark directed and authorized the agreement to be executed by the company under its corporate seal, and authorized the directors to allot to