

SUPERIOR COURT.

[In Chambers.]

MONTREAL, Sept. 5, 1884.

Before LORANGER, J.

HATTON V. THE MONTREAL, PORTLAND & BOSTON RAILWAY COMPANY et al.*

Company — Mandamus — Annual Meeting — Duty of President — Default — 42 Vict. (Can.) cap. 9.

The principal question in the case was as to the proper mode of compelling a railway company to call and hold their annual meeting.

The annual meeting of the railway company defendant (a company subject to the provisions of the Consolidated Railway Act, 42 Vict. [Can.], c. 9) did not take place on the day appointed therefor, in consequence of an injunction suspending the holding of such meeting. This injunction was subsequently dissolved at the instance of a shareholder (7 L. N. 85).

Held, that service of notice upon the president and secretary that the injunction had been dissolved, together with a copy of the judgment dissolving the injunction, was sufficient to put the company *en demeure* to call the meeting; and a mandamus might issue in the name of a shareholder, under C. C. P. 1022, to compel the company to call the meeting.

It was the duty of the board of directors, as soon as the injunction was dissolved, to proceed to call the said meeting, in order that the election of directors might be held, as provided by section 19 of the Consolidated Railway Act (42 Vict. [Can.], cap. 9).

The calling of the annual meeting is not a duty specially appertaining to the office of president, the Railway Act (42 Vict. cap. 9), section 19, making it the duty of "the directors" to cause such meeting to be held.

John L. Morris for petitioner.

C. A. Geoffrion, counsel.

O'Halloran & Duffy for defendants.

* To appear in the Montreal Law Reports, 1 S. C.

CIRCUIT COURT.

MONTREAL, Nov. 7, 1884.

Before MOUSSEAU, J.

SHAW V. BATEMAN, and ROGERS, T.S., and SIDNEY, T.S.

Garnishee—Declaration—C. C. P. 619.

The *Tiers-Saisi* Rogers was condemned as the personal debtor of the defendant. The plaintiff took an attachment against him in the hands of his employer, J. G. Sidey. Sidey appeared, but declined to answer questions touching the terms of Rogers' engagement, claiming that wages not due could not be seized. Upon motion of plaintiff to make the *Tiers-Saisi* answer,

The Court held that Sidey was bound to answer such questions, and also as to dates of payment, etc., in the terms of Article 619, C. C. P.

Kerr, Carter & Goldstein for plaintiff.

Dunlop & Lyman for J. G. Sidey.

CIRCUIT COURT.

MONTREAL, Oct. 31, 1884.

Before MATHIEU, J.

BISSONNET V. GUÉRIN.

Lease of land on shares—Prohibition to sublet—Ejectment—Art. 1646, C. C.

Notwithstanding a stipulation in a lease that the lessee of land on shares shall not sublet without the consent in writing of the lessor, the tacit acquiescence of the lessor in a sub-lease is a good defence to an action of ejectment based on the fact of such sub-lease without consent of the lessor, more especially where the sub-lease was terminated before the action was brought, and the lessor had profited by the sub-lease.

PER CURIAM. "Attendu que, par acte passé, à Laprairie, devant Mtre Defoy, notaire, le 1er mars 1883, le demandeur a loué et baillé à ferme, pour l'espace de quatre années, à commencer du 29 septembre 1882, jusqu'au 29 septembre 1886, à Elzéar Demers, charretier, du village de Laprairie, un morceau de terre, situé et enclavé dans la commune de Laprairie, appartenant au gouvernement, de la contenance en totalité de vingt arpents en superficie, avec une maison, grange et autres bâtisses dessus construites; qu'il fut convenu,