

THE
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MAY 13TH, 1902.

DIVISIONAL COURT.

AITCHISON v. McKELVEY.

Specific Performance—Agent—Fraud—Amendment—Delay.

An appeal by defendant from judgment of FALCONBRIDGE, C.J., ante p. 51, was dismissed with costs, on the ground that the evidence supported the findings. (BOYD, C., MEREDITH, C.J.)

FALCONBRIDGE, C.J.

MAY 13TH, 1902.

TRIAL.

LINDSAY v. STRATHROY PETROLEUM CO.

Estoppel—Rent—Claim for, by President of Company—Annual Statements of Assets and Liabilities.

Action by William B. Lindsay, physician, of Strathroy, against the company to recover \$3,300, the amount of a promissory note given for money lent, \$300 for services as manager, and \$364 for use and occupation of an office. The defendants paid \$3,617.91 into Court, and defended as to the office rent.

J. Folinsbee, Strathroy, for plaintiff.

I. F. Helimuth and C. H. Ivey, London, for defendants.

FALCONBRIDGE, C.J., found that plaintiff was president of the company, and statements of assets and liabilities were submitted at successive annual meetings, and no reference was made to any claim of his or liability of the company in this regard. Plaintiff never formally put forward any claim until after he was removed from the office of president.

Judgment to be entered after 12th June next declaring that the amount paid into Court is sufficient to satisfy the plaintiff's claim, and directing payment of the money in Court to plaintiff. Defendants to pay plaintiff's costs up to payment into Court. No costs to either party after payment into Court.

J. Folinsbee, Strathroy, solicitor for plaintiff.

Ivey & Dromgole, London, solicitors for defendants.