If not, the amount is to be "a reasonable satisfaction for the use and occupation of the lands:" Woodfall on Landlord and Tenant, 19th ed., p. 646.

On the evidence here, the amount paid is at least equivalent to such a sum, if not more than it. And the amount bears no necessary relation to the advantage derived by the tenant from such use: Attwood v. Taylor (1840), 1 M. & G. 279, at p. 312.

The judgment being right, we do not concern ourselves with certain alleged errors in the terminology of the learned trial Judge.

The appeal should be dismissed with costs.

HIGH COURT DIVISION.

MIDDLETON, J. APRIL 19TH, 1915.

SWAYZE v. GROBB.

Company—Directors—Issue of New Shares—Invalidity—Previous Agreement to Allot Shares in Consideration of Financial Aid—Agreement with Director not Binding on Company—Control of Company—Election of Directors.

Action by certain holders of shares in the London Foundry Company against the other shareholders and the company for a declaration that the issue of certain shares to Messrs. Cowan and Garrett was void, to set aside the election of the individual defendants as directors, to restrain them from acting as directors, and for a declaration that the plaintiffs were duly elected directors.

The action was tried without a jury at London.

T. G. Meredith, K.C., for the plaintiffs.

Sir George Gibbons, K.C., and C. G. Jarvis, for the defendants.

MIDDLETON, J.:—The plaintiffs and defendants other than the London Foundry Company are all the shareholders in that company. . . . The subscribed capital of the company is $42,800, and it was so apportioned between the shareholders that the plaintiff Chapman held the key of the situation by the 50 shares of stock which he held.