

Semble, the non-completion of the works within two years, would not ^{1930. Acto,} forfeit the charter, but only afford grounds for proceedings by the Attorney General to have a forfeiture declared.

Another ground of objection to the imposition of tolls was that the Commissioner, in acting on the report of the valuator appointed under the consent judgment, erroneously based the schedule of tolls upon the report as to expenditure instead of as to actual value, and the statement of claim asked that the schedule be set aside and a new scale of tolls fixed.

Held, that under the statute the schedule could only be altered or varied by the Commissioner, and the Court could not interfere especially as no application for relief had been made to the Commissioner. Appeal dismissed with costs.

Kappele and *Bicknell* for appellants. *W. Cassels*, Q.C., for respondents.

Quebec.]

COMMON v. MCARTHUR.

[Dec. 14, 1898.

Joint Stock Company—Irregular organization—Subscription for shares—Withdrawal—Surrender—Forfeiture—Duty of directors—Powers—Cancellation of stock—Ultra vires—The Companies Act—Contributories—Pleading—Construction of statute.

After the issue of an order for the winding-up of a joint stock company incorporated under The Companies Act, a shareholder cannot avoid his liability as a contributory by setting up defects or illegalities in the organization of the company; under the Act such grounds can be taken only upon direct proceedings at the instance of the Attorney-General.

The powers given the directors of a joint stock company under the provisions of The Companies Act as to forfeiture of shares for nonpayment of calls is intended to be exercised only when the circumstances of the shareholder render it expedient in the interests of the company, and cannot be employed for the benefit of the shareholder. Appeal allowed with costs.

Buchan and *R. C. Smith* for appellant. *J. L. Morris*, Q.C., and *Beique*, Q.C., for respondent.

N.W.T.]

EASTMAN v. RICHARDS.

[March 14.

Landlord and tenant—Duration of tenancy—Overholding tenant—Rent

R. rented a store from E. for a term of eleven months, agreeing to pay rent at the rate of \$400 a year. After the term expired he remained in possession without any new agreement for ten months, paying the rent reserved monthly during the whole period, and then gave a month's notice and abandoned possession. E., claiming that the tenancy after the term expired was from year to year, brought an action for rent for the two months subsequent to the abandonment.