

term of the plaintiff's employment, to recover the amount of his wages.

The defendants shewed that they did not own the stock that stood in their names absolutely in their own right, but one as security for an accommodation indorsement, and the other as trustee for his father, and both claimed that, under s. 27 of the Act, they were not qualified to be directors, and, therefore, that s. 33 did not apply to them. Both had, however, acted as directors de facto, had attended many meetings of directors and taken part in the management of the company's affairs.

*Held*, affirming the verdict of the County Court for plaintiff, that the defendants were liable to him for the amount claimed.

Directors who are only such de facto and not de jure may bind the company in all dealings with persons acting in good faith without notice of defects in the appointment of such directors. *Re County Life Assurance Co.*, L.R. 5 Chy. 288, and *Mahony v. East Holyford Mining Co.*, L.R. 7 H.L. 869.

If, then, persons can, by acting as, and holding themselves out to third parties to be, directors, estop the company, as against persons dealing with it in good faith, from denying the legality of their appointment, much more should they be estopped, as against such persons, from disputing the regularity of their elections or that they were legally qualified to hold such office.

*Held*, also, that the provision in s. 33 is remedial and not penal in its nature, being only the withholding from directors, in respect of wages, of the freedom which the statute would otherwise give them from personal liability for all debts of the company.

*Crichton*, for plaintiff. *Hoskin*, for defendants.

Full Court.]

ROGERS v. BRAUN.

[Nov. 30, 1906.

*Contract—Construction—Agent “producing” a purchaser to vendor of land—What may amount to a refusal of an offer.*

Appeal from decision of MATHERS, J., noted ante (Vol. 42, p. 543), allowed with costs.

*Held*, that, under the circumstances there stated, the plaintiff had not within the meaning of the agreement, produced the proposed purchaser to the defendant within the time limited, nor could it be said that the defendant had refused the offer.

*Haggart*, K.C., for plaintiff. *Pitblado*, for defendant.