

Sup. Ct.]

NOTES OF CANADIAN CASES.

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minor words and the passages where the learned judge read from his notes, where it was impossible for a shorthand writer to follow him. Baron Huddleston, in terms of the defence, asked the jury to say—(1) whether the pamphlet was a fair, accurate, and honest report of the judgment of Mr. Justice North; (2) whether it was published by the defendants *bona fide*, and with the intention of making known the true facts of the case for the protection of their own interests; (3) whether there was malice on the part of the defendants. The jury at once answered the first two questions in the affirmative and the third in the negative, and judgment was given for the defendants accordingly, the learned judge refusing to stay execution.—*The Irish Law Times*.

NOTES OF CANADIAN CASES.

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SUPREME COURT OF CANADA.

BEATTY V. THE NORTH-WEST TRANSPORTATION CO.

Corporation—Sale by director to company—Ratification of by-law by shareholders—Vote of owner of property.

A director of a joint stock company personally owned a vessel which he wished to sell to the company; he was possessed of a majority of the shares of the company, some of which he assigned to other persons in such numbers as qualified them for the position of directors, which position they accordingly filled. Upon a proposed sale and purchase by the company of the said vessel, the board of directors, including the owner of the vessel, passed a by-law approving of such purchase by the company; and, subsequently, at a general meet-

ing of the shareholders, at which the said owner and those to whom he had transferred the portions of his stock were present and voted, a resolution was passed confirming the said by-law, which resolution was opposed by a number of the shareholders representing nearly one-half of the total stock of the company.

Held, reversing the decision of the Court of Appeal, 11 Ont. App. R. 205, that the board of directors had no power to pass the said by-law, and under the circumstances the resolution of the shareholders confirming the by-law was invalid.

Appeal allowed with costs.

Mowat, Atty.-Gen., and MacLennan, Q.C., for appellants.

Robinson, Q.C., and McDonald, Q.C., for respondents.

STARRS (Defendant), Appellant, AND COSGRAVE BREWING AND MALTING COMPANY (Plaintiffs) Respondents.

Suretyship—Contract of with the firm—Continuing security to firm and member or members constituting firm for the time being—Death of partner—Liability of surety after.

Appeal from the Court of Appeal for Ontario.

S., by indenture under seal, became surety to the firm of C. & Sons for goods to be sold to one Q., and agreed to be a continuing security to the said firm, or "to the member or members for the time being constituting the said firm of C. & Sons," for sales to be made by the said firm or "any member or members of the said firm of C. & Sons" to the said Q., so long as they should mutually deal together.

P. C., the senior member of the said firm, having died, and by his will appointed his sons, the other members of the firm, his executors, the latter entered into a new agreement of co-partnership, and continued to carry on the business under the same firm name of C. & Sons, and subsequently transferred all their interest in the said business to a joint stock company.

An action having been brought against S. for goods sold to Q. after the death of the said P. C.

Held, reversing the judgment of the Court of Appeal, 11 Ont. App. R. 156, and restoring