

right to cut the timber after the issue of the patent, and were liable in damages.

Judgment of MACMAHON, J., affirmed.

Poussette, Q.C., and Aylesworth for the appellants.

Watson, Q.C., and E. B. Edwards for the respondent.

Co. Ct. of Elgin.] [May 13.]

PECKHAM v. DEPOTTY.

Contract—Master and servant—Parent and child.

The plaintiff, while a child of very tender years, had been placed by her father with the defendant, who was not a relation, to remain with him until she attained eighteen years of age, he agreeing to support her during that time, to send her to school, to supply her with clothing and to give her certain articles when she reached the age of eighteen. She remained with the defendant until she was nearly twenty years of age, being in all respects treated as a member of the family, and doing such work as a member of the family would naturally do.

Held, that the plaintiff had no implied right to remuneration for services rendered after she attained the age of eighteen, and that in the absence of any express agreement for payment of wages she could not recover.

Judgment of the County Court of Elgin reversed.

Aylesworth for the appellant.

J. S. Robertson for the respondent.

From C.P.D.] [May 13.]

LIVINGSTONE v. THE TEMPERANCE COLONIZATION SOCIETY.

Company—Shareholder—Calls—Surrender of shares—Cancellation of shares—Compromise—Invalid resolution.

A trading corporation has authority as an incident of its existence to compromise all *bona fide* claims made against it, and therefore has power to compromise claims made by a shareholder to be relieved of his shares, either by reason of fraud or misrepresentation or any other cause which would enable the court to decree such relief; but as the court, if a shareholder were to make a claim against the corporation for compensation in damages in respect of some matter not connected in any way with

the validity of the shares held by him, could not decree a cancellation *pro tanto* of those shares, so the corporation itself cannot validly compromise a claim for damages against it by accepting the surrender of, and by cancelling, shares of its capital stock held by the claimant.

Judgment of the Common Pleas Division reversed.

Moss, Q.C., and W. Barwick for the appellants.

The respondent Livingstone in person.

From Q.B.D.] [May 26.]

MENDELSSOHN PIANO CO. v. GRAHAM AND WEST.

Partnership—Loan—Debtor and creditor—Sharing profits.

This was an appeal by the plaintiffs from the judgment of the Queen's Bench Division, reported 19 O.R., 83, and came on to be heard before this Court (HAGARTY, C.J.O., BURTON, OSLER, and MACLENNAN, J.J.A.) on the 23rd of May, 1890.

The Court dismissed the appeal with costs, agreeing with the conclusions arrived at in the Court below.

R. S. Neville for the appellants.

E. Coatsworth, jr., for the respondent West.

Queen's Bench Division.

MACMAHON, J.] [May 17.]

REGINA v. CREIGHTON.

Criminal law—Pleading—Libel—Justification—Particulars—Motion to quash plea—R.S. C., c. 174, s. 2, s.s. (c); s. 143.

To an indictment for libel the defendant pleaded that the words and statements complained of in the indictment were true in substance and in fact, and that it was for the public benefit that the matters charged in the alleged libel should be published by him.

Held, that the plea was insufficient because it did not set out the particular facts upon which the defendant intended to rely; and that the omission from 37 Vict., c. 38, s. 5 (R.S.C., c. 163, s. 4), of the words "in the manner required in pleading a justification in an action for defamation," which were contained in C.S.U.C. 103, s. 9, had not the effect of altering the rule,